

FINAL
CITY COUNCIL

CITY OF WICHITA
KANSAS

City Council Meeting
09:30 a.m. March 24, 2009

First Floor Board Room
455 North Main

OPENING OF REGULAR MEETING

- Call to Order
- Approve the minutes of the regular meeting on March 10, 2009

COUNCIL BUSINESS SUBMITTED BY CITY AUTHORITIES

PLANNING AGENDA

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

V. CONSENT PLANNING AGENDA (ITEMS 1 THROUGH 8)

1. *ZON2004-35 (DP-277 associated with CUP2004-30) – Extension of time to complete the platting requirement for the Bruce Brown Commercial Community Unit Plan and a zone change from SF-5 Single-Family Residential to LC Limited Commercial; generally located east of Greenwich Road and south of 21st Street North. (District II)

RECOMMENDED ACTION: Approve extended platting deadline of March 21, 2010.

2. *ZON2009-00001 – City zone change from OW Office Warehouse (“OW”) to B Multi-family Residential (“B”) generally located south side of Pawnee Avenue and east of Rock Road. (District II)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; OR 2) Return the application to the MAPC for reconsideration.
(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

3. *ZON2009-02 – City zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”); generally located west of Hoover Road and south of Central, 625 North Hoover. (District IV)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; withhold publication of the ordinance until instructed by planning staff, following the recording of a lot split; OR 2) Return the application to the MAPC for reconsideration.
(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

4. *ZON2009-00003 Associated with CUP2009-00001 – Request City zone change from B Multi-family Residential to LC Limited Commercial, and creation of DP-319 Providence Square Community Unit Plan, generally located north of 13th Street North and west of Oliver Avenue. (District I)

RECOMMENDED ACTION: 1) Adopt the findings of the MAPC and approve the zone change and CUP subject to the condition of replatting within one year and the recommended conditions; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council; OR 2) Return the application to the MAPC for reconsideration
(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)

5. *SUB 2008-88 - Plat of Summit Crossing Addition located on the southwest corner of 127th Street East and 21st Street North. (District II)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinance.

6. *SUB 2008-97 - Plat of Ridge 400 Addition located on the east side of Mid- Continent Road and south of Maple. (District V)

RECOMMENDED ACTION: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinance.

7. *VAC2009-00001 - Request to vacate a portion of a platted setback; generally located midway between Washington and Hydraulic Avenues, on the northwest corner of Kellogg Drive and Lulu Avenue. (District I)

RECOMMENDED ACTION: Approve the Vacation Order and authorize the necessary signatures.

8. *A09-04 Request by Chris Dugan, C.D. Land Company, LLC, to annex lands generally located at the southwest corner of 29th Street North and 119th Street West. (District V)

RECOMMENDED ACTION: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

AIRPORT AGENDA

NOTICE: The City Council is meeting as the governing body of the Airport for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

IX. CONSENT AIRPORT AGENDA

1. *General Services Administration - U.S. Government Lease for Real Property - Terminal Building Office Space - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Lease and Supplemental Leases Agreement No. 1, and authorize the necessary signatures.

COUNCIL AGENDA

X. COUNCIL MEMBER AGENDA

1. *Announcement of Downtown Revitalization Steering Council and Advisory Teams.*

XI. COUNCIL MEMBER APPOINTMENTS

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

XII. CONSENT AGENDA (ITEMS 1 THROUGH 21A)

1. Report of Board of Bids and Contracts dated March 23, 2009.
 - a. Report of Board of Bids and Contracts

RECOMMENDED ACTION: Receive and file report; approve Contracts; authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>New</u>	<u>2009</u>	<u>(Consumption off Premises)</u>
Martha A Vasquez	Super del Centro Pawnee, LLC	2425 South Hillside SU900
Steve Roberts	Godfather's Pizza	4840 South Broadway
<u>Renewal</u>	<u>2009</u>	<u>(Consumption on Premises)</u>
Jose A Garcia	Garcia's Tacos*	2138 North Market
Maria E Romero	Angela's Café	901 East Central
Terry Brown	Bears Entertainment*	1015 South Meridian

(Item XII-2 Continued)

<u>Renewal</u>	<u>2009</u>	<u>Consumption off Premises)</u>
Hussein M Haeri	Parss USA dba Diamond Shamrock	851 South Meridian

* General/Restaurant 50% or more gross revenue from sale of food.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates:

- a. Preliminary Estimates (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. ~~City Building and Facilities—Americans with Disabilities Act Compliance.~~ **(PULLED PER PW)**
- b. Sanitary Sewer in Reed Commercial Addition, south of 21st, east of 127th Street East. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Consideration of Street Closures/Uses.

- a. 2009 Orpheum Street Car Show May 3, 2009, 12:00 pm – 7:00 pm. (District VI)

RECOMMENDED ACTION: Approve the request subject to: 1) hiring off-duty certified law enforcement officers as required; 2) obtaining barricades to close the streets in accordance with requirements of Police, Fire, and Public Works Department; and 3) Certificate of Liability Insurance on file with the Community Events Coordinator.

6. Agreements/Contracts:

- a. Design Improvements to the Kansas Aviation Museum. (District III)
- b. Hess Motor Replacements - Supplemental Agreement.

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

7. Design Services Agreement:

- a. New Jersey and Bunker Hill Drive, east of Oliver, north of 31st Street South. (District III)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

8. Change Orders:

- a. Central Corridor Railroad Improvement. (District VI)
- b. City Hall Landscape and Security Enhancements. (District VI)
- c. Cowskin Creek Sanitary Sewer Pump Station Modifications. (District IV)

RECOMMENDED ACTION: Approve the Change Orders and authorize the necessary signatures.

9. Property Acquisitions:

- a. Acquisition of 2030 South Seneca the Meridian Drainage Outfall Project. (District IV)
- b. Partial Acquisition of 2526 West 31st Street South for the Meridian; 47th Street – 31st Street Road Improvement Project. (District IV)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

10. Minutes of Advisory Boards/Commissions.

Board of Code Standards and Appeals, February 2, 2009

Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boiler, January 22, 2009

Board of Appeals of Refrigeration, Air-Conditioning, Warm Air Heating and Boiler, February 4, 2009

District VI Advisory Board, February 2, 2009

Transit Advisory Board, February 13, 2009

Wichita Airport Advisory Board, February 2, 2009

RECOMMENDED ACTION: Receive and file.

11. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and III)

Property Address

Council District

- a. 1248 North Minnesota
- b. 1716 North Poplar
- c. 1722 North Poplar
- d. 1745 North Chautauqua
- e. 1942 South Washington

I
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III

RECOMMENDED ACTION: Adopt the resolutions to schedule public hearings before the City Council on May 5, 2009 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

12. Repair or Removal of Dangerous and Unsafe Structures. (District I)

Property Address

Council District

- a. 1054 North Green

District I

RECOMMENDED ACTION: Adopt the resolutions to schedule public hearings before the City Council on May 5, 2009 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

13. Amendment to Purchase Agreement, Olde English Manor Apartments. (District I)

RECOMMENDED ACTION: Approve the amendment to the sale and purchase agreement for Olde English Manor Apartments and authorize the necessary signatures.

14. Bentley Wellfield Site - Grant Application.

RECOMMENDED ACTION: Authorize participation in the grant application and authorize the necessary signatures

15. Watershed Protection Plan - Memorandum of Understanding.

RECOMMENDED ACTION: Approve the Memorandum of Understanding and authorize the necessary signatures.

16. Donation of Property adjacent to Claude Lambe Park. (District I)

RECOMMENDED ACTION: Accept the donation and authorize all necessary signatures.

17. ITS - Traffic Signal Controller Firmware.

RECOMMENDED ACTION: Approve SIEMENTS SEAPAC firmware for the 2070 traffic signal controllers.

18. Professional Legal Services - Worker's Compensation.

RECOMMENDED ACTION: Approve the Agreement with Edward D. Heath, Jr., Attorney at Law, to provide workers' compensation professional legal services, and authorize necessary signatures.

19. Certificate of Canvass.

Certificate of Canvass of the votes in the Primary Election on March 3, 2009, determining that the following candidates were duly nominated for the General Election to be conducted on April 7, 2009.

Council Member, District I

Lavonta Williams James Barfield

Council Member, District VI

Janet Miller Bob Aldrich

RECOMMENDED ACTION: Receive and file.

20. Report on Claims Allowed for February 2009:

<u>Name of Claimant</u>	<u>Amount</u>
Kansas Gas Service	\$727.83**
Osterhout, Linda	\$459.63**
Thompson, David	\$249.20
Wiley, Crystal	\$138.19
AT&T	\$1,231.54
Koehn, Floyd	\$400.00
Koehn, Floyd	\$280.00
Wendling, Dave	\$326.30
Wendling, Dave	\$567.00
Cox, Edgar	\$154.14
Westar Energy, Inc.	\$1,759.80

** Settled for lesser amount than claimed.

RECOMMENDED ACTION: Receive and file.

21. Resolution of Support for American Recovery and Reinvestment Act Transportation Enhancement Applications.
(Districts I, II, III, IV, and VI)

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

22. Resolution: Sanitary Sewer to serve an area located west of Arkansas Avenue, north of 41st Street North.
(District VI)

RECOMMENDED ACTION: Adopt the Resolution and authorize the necessary signatures.

23. Second Reading Ordinances: (First Read March 10, 2009)

- a. List of Second Reading Ordinances (See Attached)

RECOMMENDED ACTION: Adopt the Ordinances.

Adjournment

Workshop to follow

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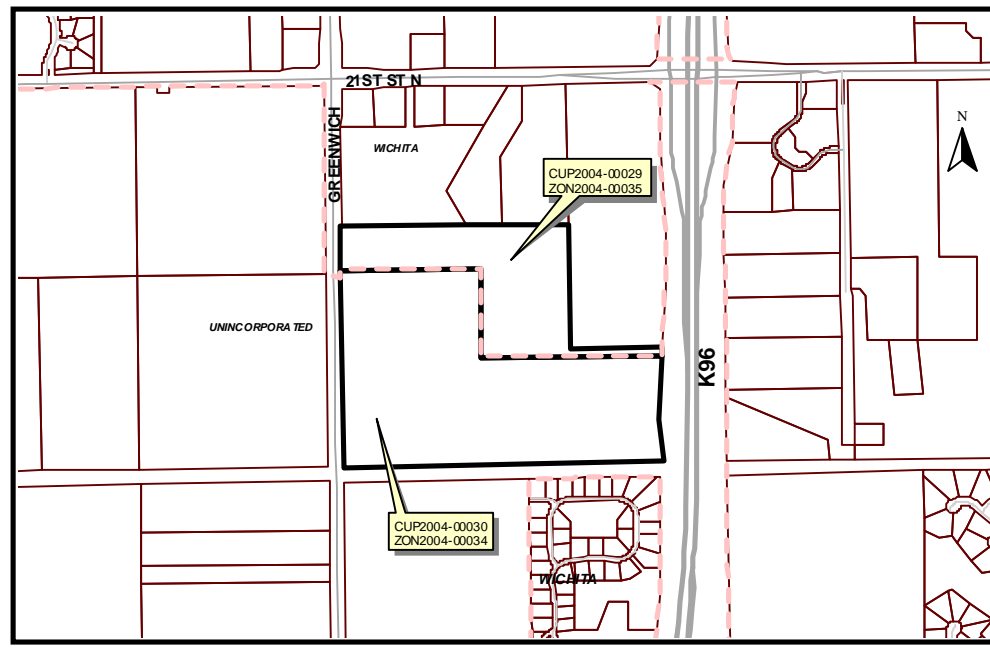
TO: Mayor and City Council Members

SUBJECT: ZON2004-35 (DP-277 associated with CUP2004-30) – Extension of time to complete the platting requirement for the Bruce Brown Commercial Community Unit Plan and a zone change from SF-5 Single-Family Residential to LC Limited Commercial; generally located east of Greenwich Road and south of 21st Street North. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve extended platting deadline of March 21, 2010.



Background: On September 21, 2004, the City Council approved the creation of DP-277 Bruce Brown Commercial CUP and a zone change from SF-5 Single-Family Residential (“SF-5”) to Limited Commercial (“LC”) subject to the condition of platting the property within one year. The applicant received a six-month platting extension from staff, and then received two one-year platting extensions from the City Council. On May 6, 2008, the City Council approved a one year platting extension to March 21, 2009. As the attached letter indicates, the applicant is not ready to develop or begin platting. The applicant now requests an additional one year platting extension to March 21, 2010, in order to finalize plans for the property; see the attached letter.

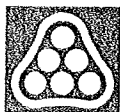
Analysis: Staff recommends that an extension of time to complete platting requirements be granted. The City Council may deny the request for an extension of time to complete platting. However, denying the extension would declare the CUP and zone change null and void and would require reapplication and rehearing if the property owner still desired a CUP and zone change.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality and Affordable Living.

Legal Considerations: No legal documents are required to enact the granting of the platting extension. The granting of a platting extension is indicated via letter to the applicant noting the extended platting deadline as granted by the City Council.

Recommendations/Actions: Approve extended platting deadline of March 21, 2010.



Professional Engineering Consultants, P.A.

February 19, 2009

MAPD
City Hall – 10th Floor
455 N. Main
Wichita, KS 67202

Attention: John Schlegel
Director of Planning

Reference: Platting Extension for Zone Case ZON 2004-34/ZON 2004-35 and
CUP 2004-29/CUP 2004-30
(Bruce & Sharon Brown property located at 2000 and 2002 North
Greenwich Rd.)
PEC Project No. 36-04354-3432

Dear Mr. Schlegel:

I am requesting an additional one year platting extension for the above referenced project. The commercial property in this area has not developed as fast as was anticipated and the Brown's would like another one year extension to finalize their plans on the property.

I would appreciate your favorable consideration of the above requested extension.

Very truly yours,

PROFESSIONAL ENGINEERING CONSULTANTS, P.A.

A handwritten signature in black ink, appearing to read "Rob Hartman", is written over the printed name.

Rob Hartman, Agent

RMH/sb

cc: Bruce Brown, Owner
George Laham, Laham Development

City of Wichita
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March 24, 2009

TO: Mayor and City Council

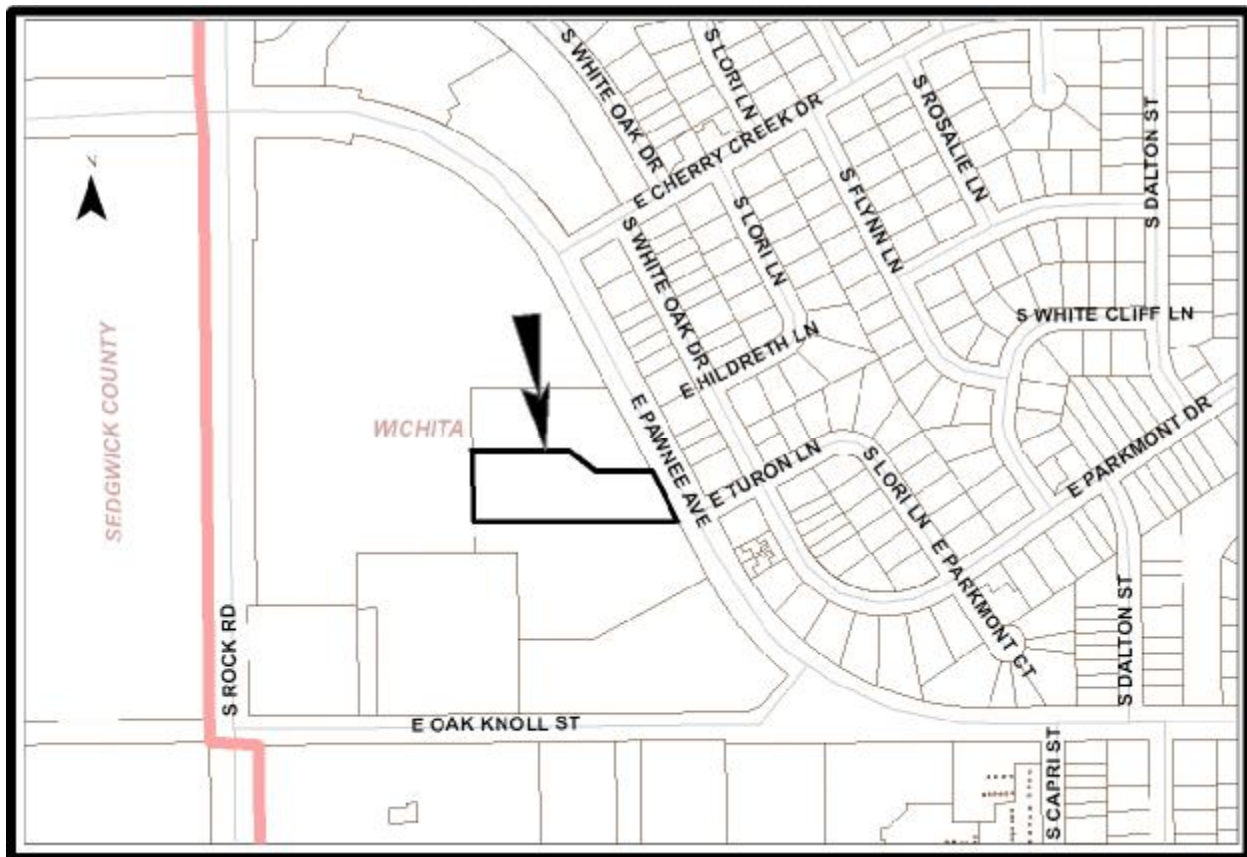
SUBJECT: ZON2009-00001 – City zone change from OW Office Warehouse (“OW”) to B Multi-family Residential (“B”) generally located south side of Pawnee Avenue and east of Rock Road. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve, vote (11-0)

MAPD Staff Recommendation: Approve



Background: The applicant is requesting a zone change from OW Office Warehouse (“OW”) to B Multi-family Residential (“B”). The OW district does not permit residential or church uses. The application area contains approximately 2.0 acres with 150 feet of frontage located along Pawnee Avenue, approximately 1,000 feet east of Rock Road. The subject site is currently undeveloped, and the applicant is seeking this rezoning for the proposed construction of a church.

Property adjoining the west side of the site is zoned B and is developed with a large apartment complex with access off of Rock Road and Pawnee Avenue. The property to the north of the application area is zoned OW and is currently undeveloped. Property to the south is zoned OW and is currently undeveloped. Property located east of the subject site, across Pawnee Avenue, is zoned MF-18 Multi-family Residential (“MF-18”) and TF-3 Two-family Residential (“TF-3”) and is developed with single-family and multi-family residences.

Any development on the subject property will be required to meet access management regulations, all compatibility setback, height, noise and design standards, the Unified Zoning Code’s (UZC) landscaping, screening and any other applicable codes and development standards.

Analysis: At the MAPC meeting held February 19, 2009, the MAPC voted (11-0) to recommend approval of the request for B zoning. The case was approved by consent, and there was no one in the public to speak for or against the application.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading;
or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-00001

Zone change request from OW Office Warehouse ("OW") to B Multi-family Residential ("B") on property described as:

The North 358.83 Feet of Lot 1, the Plaza at Cherry Creek Hills, Wichita, Sedgwick County, Kansas, EXCEPT that part described as follows: Beginning at the Northwest Corner of said Lot 1; thence S00°00'00"W along the Easterly most West Line of said Lot 1, 168.91 Feet; thence S89°43'00"E parallel with the North line of said Lot 1, 269.02 Feet; thence S52°18'36"E, 89.42 Feet; thence S89°43'00"E parallel with the North Line of said Lot 1, 146.29 Feet to a Point on the East Line of said Lot 1; thence N27°04'54"W along the East Line of said Lot 1, 251.36 Feet to the Northeast Corner of said Lot 1; thence N89°43'00"W along the North Line of said Lot 1, 371.65 Feet to the Place of Beginning; generally located south side of Pawnee Avenue and east of Rock Road.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 7th day of April, 2009.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

EXCERPT FROM THE FEBRUARY 19, 2009 MAPC HEARING

Case No.: ZON2009-01 – Norma Hecox (owner); Pamela Ball (applicant); Dan Unruh (agent)
Request City zone change from OW Office Warehouse to B Multi-family Residential on property described as;

The North 358.83 Feet of Lot 1, the Plaza at Cherry Creek Hills, Wichita, Sedgwick County, Kansas, EXCEPT that part described as follows: Beginning at the Northwest Corner of said Lot 1; thence S00°00'00"W along the Easterly most West Line of said Lot 1, 168.91 Feet; thence S89°43'00"E parallel with the North line of said Lot 1, 269.02 Feet; thence S52°18'36"E, 89.42 Feet; thence S89°43'00"E parallel with the North Line of said Lot 1, 146.29 Feet to a Point on the East Line of said Lot 1; thence N27°04'54"W along the East Line of said Lot 1, 251.36 Feet to the Northeast Corner of said Lot 1; thence N89°43'00"W along the North Line of said Lot 1, 371.65 Feet to the Place of Beginning. Generally located on the south side of Pawnee Avenue and east of Rock Road.

BACKGROUND: The applicant is requesting a zone change from OW Office Warehouse ("OW") to B Multi-family Residential ("B"). The OW district does not permit residential or church uses. The application area contains approximately 2.0-acres with 150 feet of frontage located along Pawnee Avenue, approximately 1,000-feet east of Rock Road. The subject site is currently undeveloped and the applicant is seeking this rezone for the proposed construction of a church.

Property adjoining the west side of the site is zoned B and is developed with a large apartment complex with access off of Rock Road and Pawnee Avenue. The property to the north of the application area is zoned OW and is currently undeveloped. Property to the south is zoned OW and is currently undeveloped. The property east of the subject site, across Pawnee Avenue, is zoned MF-18 Multi-family Residential ("MF-18") and TF-3 Two-family Residential ("TF-3"), and is developed with single-family and multi-family residences.

Any development on the subject property will be required to meet access management regulations, all compatibility setback, height, noise and design standards, the Unified Zoning Code's (UZC) landscaping, screening and any other applicable codes and development standards.

CASE HISTORY: The subject property is currently platted as part of Lot 1, Block 1 of the Plaza at Cherry Creek Hills Addition. The Plaza at Cherry Creek Hills Addition was recorded with the Register of Deeds July 30, 1999.

ADJACENT ZONING AND LAND USE:

NORTH:	OW	Vacant
SOUTH:	OW	Vacant
EAST:	TF-3 / MF-29	Single-family / Duplex / Quadraplex
WEST:	B	Apartment Complex

PUBLIC SERVICES: All public services are available at the subject site. Pawnee Avenue is a four-lane minor arterial with a 100' right-of-way with approximately 28,000 Average Daily Traffic (ADTs) according to the 2007 Traffic Volume Map. Directly to the west of the site, Rock Road is a four-lane principal arterial with a 150' right-of-way with 31,853 ADTs. The subject site will have access off of Pawnee Avenue.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies the site as appropriate for “Employment / Industry Center” type uses. The employment/industry center recommendation was based upon the 1994 Air Installation Compatible Use Zone (AICUZ) study for McConnell AFB, and the property remains within the “Maximum Mission Area” identified by the Joint Land Use Study. The “Employment / Industry Center” category encompasses areas that constitute centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses includes: manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The Unified Zoning Code defines the B zoning district as generally compatible with the “Urban Residential” designation of the Comprehensive Plan. The application area is also consistent with the “Public/Institutional Locational Guidelines” and “Residential Locational Guidelines” of the *Wichita-Sedgwick County Comprehensive Plan*. Approval of B zoning creates the potential for the development of additional residential uses in close proximity to the air base that could generate noise complaints that can be considered in future base closure evaluations. Churches are permitted in the SF-5 district, and if it is certain that a church is to be built on the site, the SF-5 district may be more appropriate than the B district.

RECOMMENDATION: Based upon information available prior to the public hearings, planning staff recommends that the request for the B Multi-family Residential (“B”) zoning be APPROVED.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Properties adjoining the west side of the site are zoned B and is developed with an apartment complex. The property to the north of the application area is zoned OW and is currently undeveloped. Property to the south is zoned OW and is currently undeveloped. The property east of the subject site, across Pawnee Avenue, is zoned MF-18 Multi-family Residential (“MF-18”) and TF-3 Two-family Residential (“TF-3”) and is developed with single-family and multi-family residences.
2. The suitability of the subject property for the uses to which it has been restricted: The site is currently undeveloped and zoned OW. The site could be developed as presently zoned, but rezoning to B is also not unreasonable, especially since property zoned B adjoins the west property line and other multi-family zone property is located across Pawnee Avenue. The immediate area is currently developed with considerably more multi-family uses than warehouse type uses.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed B zoning would allow similar types of development as already established north, east and west of the subject site. The implementation of the standards of the Unified Zoning Code over the whole site would limit the adverse impact on the surrounding residential developments. However, approval of B zoning creates the potential for the development of additional residential uses in close proximity to the air base that could generate noise complaints that can be considered in future base closure evaluations. Churches are permitted in the SF-5 district, and if it is certain that a church is to be built on the site, the SF-5 district may be more appropriate than the B district.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The “2030 Wichita Functional Land Use Guide” of the Comprehensive Plan identifies the site as appropriate for “Employment / Industry Center” type uses. The employment/industry center recommendation was based upon the 1994 Air Installation Compatible Use Zone (AICUZ) study for McConnell AFB and the property remains within the “Maximum Mission Area” identified by the Joint Land Use Study. The “Employment / Industry Center” category

encompasses areas that constitute centers or concentrations of employment of an industrial, manufacturing, service or non-institutional nature. The range of uses includes manufacturing and fabrication facilities, warehousing and shipping centers, call centers and corporate offices. The Unified Zoning Code defines the B zoning district as generally compatible with the “Urban Residential” designation of the Comprehensive Plan. The application area is also consistent with the “Public/Institutional Locational Guidelines” and “Residential Locational Guidelines” of the *Wichita-Sedgwick County Comprehensive Plan*.

5. Impact of the proposed development on community facilities: Provided that drainage and traffic access policies are met, community facilities should not be impacted. Other usually provided municipal services are available.

DERRICK SLOCUM, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

SHERMAN moved, **MITCHELL** seconded the motion, and it carried (11-0).

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TO: Mayor and City Council

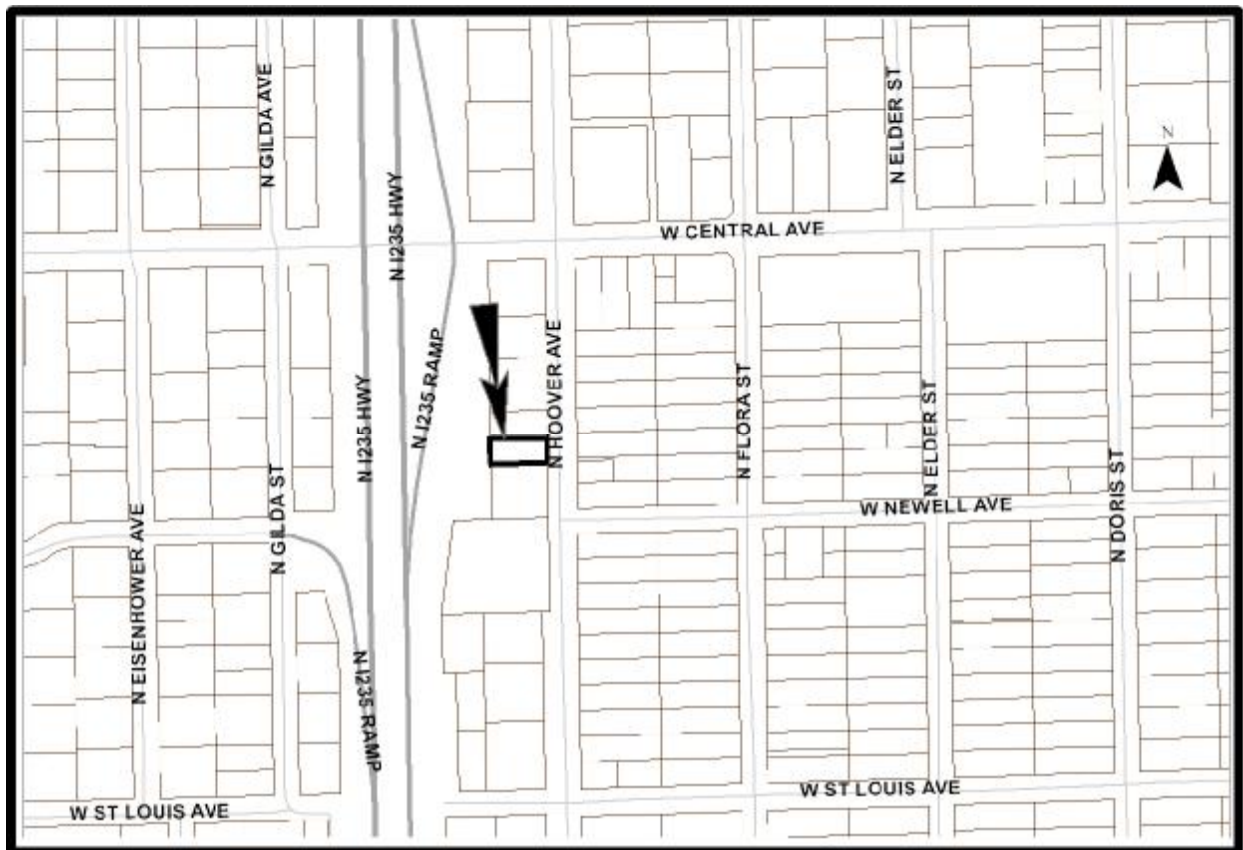
SUBJECT: ZON2009-02 – City zone change from SF-5 Single-family Residential (“SF-5”) to LC Limited Commercial (“LC”); generally located west of Hoover Road and south of Central (625 North Hoover). (District IV)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendation: Approve, subject to a lot split, vote (11-0)

MAPD Staff Recommendation: Approve, subject to a lot split



Background: The applicant requests TF-3 Two-family Residential (“TF-3”) zoning on a .2-acre site, currently zoned SF-5 Single-family Residential (“SF-5”). The site was formerly developed with a manufactured home. The site is approximately 8,280 square feet in size with 60 linear feet of frontage along Hoover Road; the site will accommodate one duplex. Immediately north of the site is LC Limited Commercial (“LC”) zoned property, under the same ownership as the application area and within the same parcel as the application area. The applicant may develop the LC zoned portion with a duplex as well. Further north are LC zoned commercial uses at the Hoover/Central intersection. South of the site are SF-5 zoned single-family residences. East of the site are TF-3 zoned single-family residences. West of the site is the I-235 corridor.

Analysis: At the MAPC meeting held February 19, 2009, the MAPC voted (11-0) to recommend approval of the request subject to a lot split from LC zoned property to the north. The case was approved by consent; no one spoke for or against the application.

Financial Considerations: None.

Goal Impact: Promote Economic Vitality

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC, approve the zone change and place the ordinance on first reading; withhold publication of the ordinance until instructed by planning staff, following the recording of a lot split; or
2. Return the application to the MAPC for reconsideration.

(An override of the Planning Commission’s recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

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BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-02

Zone change request from SF-5 Single-family Residential ("SF-5") to LC Limited Commercial ("LC") on property described as:

The South 70 feet of the North 125 feet of the West 500 feet of Lot 4, Central Acres Addition to Wichita, Sedgwick County, Kansas; generally located west of North Hoover and south of Central (625 North Hoover).

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 7th day of April, 2009.

ATTEST:

Karen Sublett, City Clerk

Carl Brewer, Mayor

(SEAL)

Approved as to form:

Gary E. Rebenstorf, Director of Law

EXCERPT FROM THE FEBRUARY 19, 2009 MAPC HEARING

Case No.: ZON2009-02 – Jeffery Niedens (applicant) Request City zone change from SF-5 Single-family Residential to TF-3 Two-family Residential to permit duplex development on property described as;

The South 70 feet of the North 125 feet of the West 500 feet of Lot 4, Central Acres Addition to Wichita, Sedgwick County, Kansas. Generally located west of North Hoover and south of Central (625 North Hoover).

BACKGROUND: The applicant requests TF-3 Two-family Residential (“TF-3”) zoning on a .2-acre site, currently zoned SF-5 Single-family Residential (“SF-5”). The site was formerly developed with a manufactured home. The site is approximately 8,280 square feet in size with 60 linear feet of frontage along Hoover Avenue; the site will accommodate one duplex. Immediately north of the site is LC Limited Commercial (“LC”) zoned property, under the same ownership as the application area and within the same parcel as the application area. The applicant may develop the LC zoned portion with a duplex as well. Further north are LC zoned commercial uses at the Hoover/Central intersection. South of the site are SF-5 zoned single-family residences. East of the site are TF-3 zoned single-family residences. West of the site is the I-235 corridor.

CASE HISTORY: The Central Acres Addition was platted in 1927; this parcel was split off of Lot 4 at a subsequent date.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Single-family residential, commercial
SOUTH:	SF-5	Single-family residential
EAST:	TF-3	Single-family residential
WEST:	SF-5	I-235

PUBLIC SERVICES: Hoover is a paved local street at this location with a 30-foot half-width right-of-way. All other normal public services are available at the site.

CONFORMANCE TO PLANS/POLICIES: The “2030 Wichita Functional Land Use Guide” of the *Wichita-Sedgwick County Comprehensive Plan* identifies the application area as “Urban Residential.” The Urban Residential category encompasses all development densities found in the municipality.

RECOMMENDATION: The immediate neighborhood is a mixture of TF-3 and SF-5 zoning, with LC along the Central corridor. The residential neighborhood is primarily single-family with a few existing duplexes within two blocks of the application area. The proposed zone change is consistent with the zoning pattern in the immediate area, with most residential lots north of Newel Street zoned TF-3. Likewise, the request is in conformance with the Land Use Guide of the Comprehensive Plan.

Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED, subject to separating the application area from the remaining LC zoned parcel with a lot split.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: North of the site is LC zoned property owned by the applicant, and an LC zoned single-family residence. Further north are LC zoned commercial uses

at the Hoover/Central intersection. South of the site are SF-5 zoned single-family residences. East of the site are TF-3 zoned single-family residences. West of the site is the I-235 corridor.

2. The suitability of the subject property for the uses to which it has been restricted: The property could be developed with a single-family residence as it is currently zoned.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Rezoning and two-family development should have no effects on surrounding single-family residences. The proposed zoning will serve as a transitional buffer from the more intense LC zoning north of the site and the SF-5 zoning south of the site.
4. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The “2030 Wichita Functional Land Use Guide” of the *Wichita-Sedgwick County Comprehensive Plan* identifies the application area as “Urban Residential”. The Urban Residential category encompasses all development densities found in the municipality.
5. Impact of the proposed development on community facilities: The proposed duplex development should have marginally noticeably greater impact on community facilities than development that could take place under the current single-family zoning.

JESS MCNEELY, Planning Staff presented the Staff Report.

MOTION: To approve subject to staff recommendation.

SHERMAN moved, **MITCHELL** seconded the motion, and it carried (11-0).

City of Wichita
City Council Meeting
March 24, 2009

TO: Mayor and City Council

SUBJECT: ZON2009-00003 Associated with CUP2009-00001 – Request City zone change from B Multi-family Residential to LC Limited Commercial, and creation of DP-319 Providence Square Community Unit Plan, generally located north of 13th Street North and west of Oliver Avenue. (District I)

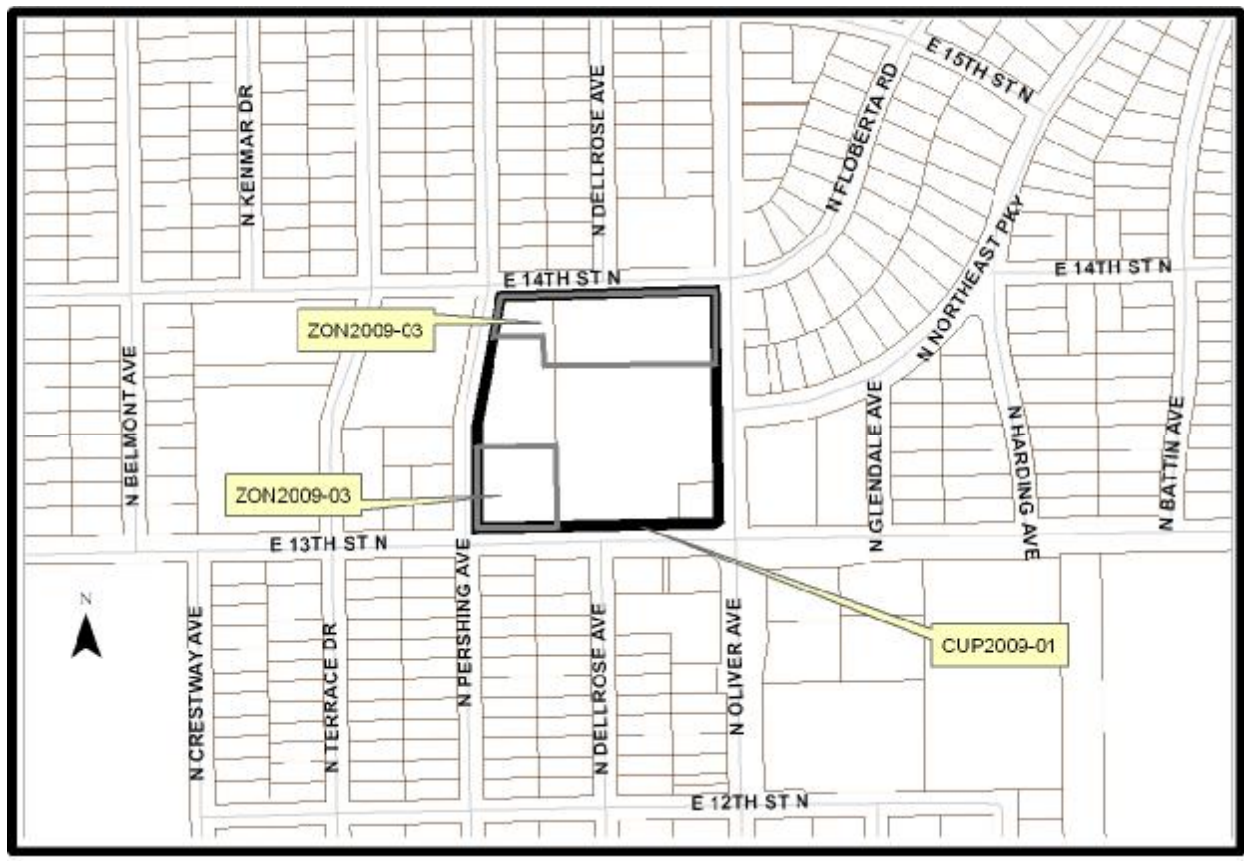
INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

MAPC Recommendations: Approve, subject to replatting within 1 year and conditions. (12-0)

MAPD Staff Recommendations: Approve, subject to replatting within 1 year and conditions.

DAB Recommendations: Approve, subject to MAPC recommendation (7-0-1).



BACKGROUND: The applicant proposes to redevelop Ken Mar Shopping Center as DP-319 Providence Square Community Unit Plan, located on the northwest corner of 13th Street North and Oliver Avenue. Total size of the CUP would be 7.51 acres, encompassing the land between 13th Street Oliver Avenue, 14th Street North and Pershing Avenue.

Currently the property beneath the existing buildings and some of its surrounding parking field is zoned LC. A band of B Multi-Family Residential (“B”) borders 14th Street North and a patch of B zoning is located on the southwest corner of the proposed CUP at the intersection of 13th Street North and Pershing Avenue. The applicant has requested that the entire CUP be zoned LC.

A TIF district for the Ken Mar Center Redevelopment Project (Providence Square) was approved for the site January 6, 2009. The TIF requires redevelopment of the shopping center in order to utilize TIF funding to upgrade the parking lot, site lighting and access points onto the site. The redeveloped shopping center would consist of renovation of Parcel 1 (5.19 acres), including the two existing buildings, plus addition of Parcel 2 (0.48 acres) and Parcel 3 (0.67 acres) as freestanding uses along 13th Street North and Parcel 5 (0.46 acres) as a freestanding use along Oliver Avenue. Parcel 4 (0.71 acres), located at the corner of 13th and Oliver, currently has a small retail building (originally a gas station) but could be redeveloped with a new structure in the future.

Proposed uses are those permitted by right in the LC zoning district except for the following prohibited uses: correctional placement residences, vehicle storage yards, general vehicle repair, outdoor storage (as a separate use), taverns, nightclubs, asphalt or concrete plants, sexually oriented businesses and adult entertainment as defined by City Code. No service stations, convenience stores with gas islands or restaurants with drive in or drive through facilities would be permitted within 200 feet of residentially zoned property. Any use for which a conditional use permit would be required under LC zoning would require a CUP amendment. Multi-family residential use (such as apartments or lofts) would be a permitted use above the existing retail buildings on Parcel 1, but all residential uses would be prohibited on Parcels 2-5. The ability to add the residential component to Parcel 1 probably hinges on the ability to comply with parking requirements.

The CUP does not propose specific architectural standards, but provided a façade elevation as part of the TIF review. This elevation is included as supplementary documentation as an indication of the general appearance of the center. It proposes consistent landscaping and lighting elements with a height limitation of 28 feet. While this lighting height is taller than typical in close proximity to residential zoning, the lighting would be separated from the closest residences by the street; and the residences are oriented with the side yards rather than front yards across from the development. A photometric plan is attached to demonstrate containment of lighting onto the site and away from the residences to the north.

The CUP would omit the screening wall between the CUP and the residential zoning. Instead, a landscape screening of shrubbery and trees is proposed. In addition, the CUP would be subject to standard Landscape Ordinance requirements, triggered by the scope of the redevelopment. The CUP states that trash receptacles and outside storage would be screened from ground level view, referring to outdoor work and storage areas customarily found as accessory uses to LC principal uses because “outdoor storage” as a principal use is prohibited. A pedestrian plan, and internal site circulation and cross circulation are required by the CUP.

Setbacks vary in width and deviate from standard Unified Zoning Code required setbacks of 35 feet for CUPs along streets. The variations are found on Parcel 1 in those locations where the existing buildings are zero feet from the property line on Oliver Avenue and at certain points on Pershing Avenue for Parcel 1. On the remainder of Parcel 1, the setback increases to 35 feet. Parcel 2 and 5 are currently vacant tracts of land, but also propose reduced setbacks of 10 feet along Pershing Avenue for Parcel 2 and along 14th Street North for Parcel 5, presumably to increase the buildable area on these small tracts. For Parcel 2, it continues the pattern of narrow setback found for both sides Pershing Avenue, where the west side is developed commercially with a narrow side street setback. For Parcel 5, the reduced setback of 10 feet mimics the setback of Dellrose United Methodist Church on the north side of 14th. This reduced setback would serve to narrow down the visual corridor along 14th Street North and provide a more sharply defined corner to the commercial

development. The area between the building and the sidewalk would be limited to landscaping. Considering these factors, the reduced setback probably meets the general intent of a development pattern that provides a reasonable separation between the residences (farther west) and a commercial edge to the development. The setbacks on Parcel 4 (corner of 13th and Oliver) are shown as 35 feet although this clips the edges of the existing building. Presumably if the parcel were redeveloped with a new structure, it would adhere to the standard 35-foot setback on this corner.

Maximum building coverage is to be limited to 30 percent for the entire CUP and maximum gross floor area (for commercial uses) would be 35 percent. Maximum building height would be 35 feet for all Parcels except Parcel 1. Maximum building height for Parcel 1 would be 45 feet. The maximum building coverage would be 33 percent for Parcel 1 to correspond with the requirements of the TIF. Residential use would be permitted in excess of this limit, up to 90 units on Parcel 1. This would be a density equivalent MF-18. Coupled with the retail and commercial component, it could encourage a shop/live/work type of environment if the market demand supports this mixed use. With the maximum height of 45 feet, it would allow two stories of apartments on top of the commercial ground level floor, again however the limitation perhaps would be limited by providing parking.

Electronic signs would be restricted to 13th Street North and Oliver Avenue. The CUP prohibits moving and rotating signs, signs with moving lights, portable signs, off-site signs and billboards. Window signage is restricted to 25 percent of window area. No specific building wall signage restrictions are included beyond the general restrictions on electronic signs and signs with movement. The number of signs (when considering the two requested 30-foot high signs that count as two sign locations) exceeds the Wichita Sign Code allowances by one sign location on the 13th Street North frontage and one sign location on the Oliver Avenue frontage. Additionally a 100-foot spacing rather than 150 feet per Wichita Sign Code is requested.

Ken-Mar Shopping Center was built in 1956. The buildings are on property zoned LC, but the majority of the parking field is located on property zoned B. A church on property zoned SF-5 is located directly north of the site, and single-family residences on property zoned SF-5 are located north and northwest of the site. A convenience store, zoned LC, and more residences, zoned GO, TF-3 and SF-5 are located directly east of the site. A service station and a post office substation are to the southeast and more businesses and a restaurant are located directly south, all on property zoned LC. The area to the west includes some vacant retail stores and a large furniture store and furniture warehouse, with a mix of GC General Commercial (“GC”), OW Office Warehouse (“OW”), LC and GO zoning.

Analysis: At the MAPC meeting held February 19, 2009, MAPC voted (12-0) to approve subject to staff recommendations. No citizens spoke in opposition. At the District III Advisory Board meeting held March 5, 2009, the District Advisory Board voted (7-0-1) to recommend approval subject to recommendations by MAPC. No citizens spoke in opposition. No protest has been received. The recommendation is the request be APPROVED subject to replatting within one year and subject the following conditions:

- A. APPROVE the zone change (ZON2009-00003) to LC for the property zoned B.
- B. APPROVE the Community Unit Plan (DP-319), subject to the following conditions:
 - 1. Provide contingent dedication of ten feet of right-of-way for Oliver Avenue and a corner clip of 20 feet x20 feet.
 - 2. Allow the reduced setbacks and additional sign locations as requested by the CUP.
 - 3. Any major changes in this development plan shall be submitted to the Planning Commission and to the Governing Body for their consideration.
 - 4. The transfer of title of all or any portion of the land included within the Community Unit Plan does not constitute a termination of the plan or any portion thereof, but said plan shall run with the land for commercial development and be binding upon the present owners, their successors and assigns, unless amended.
 - 5. The ordinance/resolution establishing the zone change shall not be published until the platting has been recorded with the Register of Deeds.

6. Prior to publishing the ordinance/resolution establishing the zone change, the applicant(s) shall record a document with the Register of Deeds indicating that this tract (referenced as DP-319) includes special conditions for development on this property.
7. The applicant shall submit four revised copies of the CUP to the Metropolitan Area Planning Department within 60 days after approval of this case by the Governing Body, or the request shall be considered denied and closed.

Financial Considerations: None

Legal Considerations: The ordinance has been reviewed and approved as to form by the Law Department.

Recommendation/Actions:

1. Adopt the findings of the MAPC and approve the zone change and CUP subject to the condition of replatting within one year and the recommended conditions; instruct the Planning Department to forward the ordinance for first reading when the plat is forwarded to the City Council; or
2. Return the application to the MAPC for reconsideration

(An override of the Planning Commission's recommendation requires a two-third majority vote of the City Council on the first hearing.)

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2009-00003

Zone change from B Multi-Family Residential and LC Limited Commercial to LC Limited Commercial on property described as:

Reserve C in Ken-Mar Addition to Wichita, Sedgwick County, Kansas, except that part condemned for street in District Court Case Condemnation Case No 84C2124

Generally located north of 13th Street North and west of Oliver Avenue.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, April 7, 2009.

Carl Brewer - Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney



INTEROFFICE MEMORANDUM

TO: Wichita City Council
MAPC Members

FROM: LaShonda Porter, Neighborhood Assistant, District 1

SUBJECT: CUP2009-00001/ZON2009-00003

DATE: March 9, 2009

On Monday, March 2nd, the District Advisory Board (DAB) for Council District 1 considered the request for a zone change to limited commercial and for a community unit plan, north of 13th Street N and west of Oliver at the former Kenmar Shopping Center – now known as Providence Square.

The Board members and citizens present had the following concerns:

- were there any drainage problems,
- how this would impact the church to the North,
- would the shopping center be turned into a single face building,
- would they build a wall along Pershing,
- would there be apartments.

The agent was present and provided answer to the Board questions. No opposition or questions from the community was presented during the meeting.

DAB members voted 7:0 to recommend approval of both request – zoning change and community unit plan. *Debra Miller-Stevens abstained from the vote.*



PROVIDENCE SQUARE SHOPPING CENTER CONCEPT SOUTH ELEVATION

Ms. Clara Walker
1545 N Belmont St
Wichita, KS 67208

RECEIVED
FEB - 6 2009
METROPOLITAN PLANNING
CUTE

Donna
Galtrey

67202+121

Ms. Clara Walker
1545 N Belmont St
Wichita, KS 67208

6865452

316

Thank

RECEIVED
FEB - 6 2009
METROPOLITAN PLANNING
CUTE

67202+121
672089-01

RECEIVED
FEB - 6 2009
METROPOLITAN PLANNING
CUTE

67208

I'll have it made for you.
I have read that letter and
here is information it is you do agree with
with the going at 13.8t you and a lot of
clear Avenue it is well one do you select
people in the zone for shopping you have
any the store that you and others come
and will up have a this all for me now
Phone
316

EXCERPT FROM THE FEBRUARY 19, 2009 MAPC HEARING

Case No.: ZON2009-03 and CUP2009-01 – HHH Holdings, LLC (owner); Professional Engineering Consultants, P.A., c/o Rob Hartman Request City zone change from B Multi-Family Residential to LC Limited Commercial and creation of DP-319 Providence Square Commercial Community Unit Plan on property described as;

Reserve C in Ken-Mar Addition to Wichita, Sedgwick County, Kansas, except that part condemned for street in District Court Case Condemnation Case No 84C2124 Generally located north of 13th Street North and west of Oliver Avenue.

BACKGROUND: The applicant requests TF-3 Two-family Residential ("TF-3") zoning on a 2-acre site, currently zoned SF-5 Single-family Residential ("SF-5"). The site was formerly developed with a manufactured home. The site is approximately 8,280 square feet in size with 60 linear feet of frontage along Hoover Avenue; the site will accommodate one duplex. Immediately north of the site is LC Limited Commercial ("LC") zoned property, under the same ownership as the application area and within the same parcel as the application area. The applicant may develop the LC zoned portion with a duplex as well. Further north are LC zoned commercial uses at the Hoover/Central intersection. South of the site are SF-5 zoned single-family residences. East of the site are TF-3 zoned single-family residences. West of the site is the I-235 corridor.

CASE HISTORY: The Central Acres Addition was platted in 1927; this parcel was split off of Lot 4 at a subsequent date.

ADJACENT ZONING AND LAND USE:

NORTH:	LC	Single-family residential, commercial
SOUTH:	SF-5	Single-family residential
EAST:	TF-3	Single-family residential
WEST:	SF-5	I-235

PUBLIC SERVICES: Hoover is a paved local street at this location with a 30-foot half-width right-of-way. All other normal public services are available at the site.

CONFORMANCE TO PLANS/POLICIES: The "2030 Wichita Functional Land Use Guide" of the *Wichita-Sedgwick County Comprehensive Plan* identifies the application area as "Urban Residential." The Urban Residential category encompasses all development densities found in the municipality.

RECOMMENDATION: The immediate neighborhood is a mixture of TF-3 and SF-5 zoning, with LC along the Central corridor. The residential neighborhood is primarily single-family with a few existing duplexes within two blocks of the application area. The proposed zone change is consistent with the zoning pattern in the immediate area, with most residential lots north of Newel Street zoned TF-3. Likewise, the request is in conformance with the Land Use Guide of the Comprehensive Plan.

Based on these factors, plus the information available prior to the public hearing, staff recommends the request be APPROVED, subject to separating the application area from the remaining LC zoned parcel with a lot split.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: North of the site is LC zoned property owned by the applicant, and an LC zoned single-family residence. Further north are LC zoned commercial uses at the Hoover/Central intersection. South of the site are SF-5 zoned single-family residences. East of the site are TF-3 zoned single-family residences. West of the site is the I-235 corridor.
2. The suitability of the subject property for the uses to which it has been restricted: The property could be developed with a single-family residence as it is currently zoned.
3. Extent to which removal of the restrictions will detrimentally affect nearby property: Rezoning and two-family development should have no effects on surrounding single-family residences. The proposed zoning will serve as a transitional buffer from the more intense LC zoning north of the site and the SF-5 zoning south of the site.
1. Conformance of the requested change to the adopted or recognized Comprehensive Plan and Policies: The "2030 Wichita Functional Land Use Guide" of the *Wichita-Sedgewick County Comprehensive Plan* identifies the application area as "Urban Residential". The Urban Residential category encompasses all development densities found in the municipality.
5. Impact of the proposed development on community facilities: The proposed duplex development should have marginally noticeably greater impact on community facilities than development that could take place under the current single-family zoning.

DONNA GOLTRY, Planning Staff presented the Staff Report.

FOSTER asked about architectural standards within the CUP.

GOLTRY noted that staff thought the detail provided on the rendering of the façade would be sufficient.

FOSTER said he didn't notice any labeling or specifications on materials.

GOLTRY said as long as the materials are compatible, consistent and similar in design, staff is satisfied with what has been proposed.

FOSTER commented that if staff was satisfied, then he was satisfied.

CHAIRMAN DOWNING asked if there were any public comments on the item.

MOTION: To approve subject to staff recommendation.

JOHNSON moved, **HENTZEN** seconded the motion, and it carried (12-0).

OWNER: HH HOLDING, LLC, 156 N. EMPORA, WICHITA, KS 67202
DATE: FEBRUARY, 2009

DATE: FEBRUARY, 2005

GENERAL PROMISIONS

1. THIS PROJECT IS PROPOSED TO COMPLY 7.52 ACRES
2. PARCEL DESCRIPTIONS

PURPOSE:

[illegible]

TABLE 2

USES ARE POSITIVE.
DROSS AREA 0.48 AC. OR 20,999 SQ.FT.
WADING BLDG. COVERAGE - 30X
WADING DROSS FLOOR AREA - 5,000 S.F.
WADING BLDG. HEIGHT - 35 FT.
CIVILIANS - 0 FT. OR 0 AC.

1000

PROPOSED LOTS: SAME AS PARCEL 2.
GROSS AREA 0.67 AC. OR 29,654 SQ.FT.
WALKWAY BLDG. CONTINGE - 50X
WALKWAY GROSS FLOOR AREA - 7,000 S.F.
WALKWAY BLDG. HEIGHT - 35 FT.

SECRET

PROPOSED DECK, SAME AS PARCEL 2.
GROSS AREA 0.710 AC OR 31,008 SQ.FT.
WALKING BLDG. COVERAGE - 300
WALKING GROSS FLOOR AREA - 8,000 S.F.
WALKING BLDG. HEIGHT - 35 FT.

SETBACKS

PAGE 3
PROPOSED ROADS SAME AS PAPER 1.
DROSS AREA 0.46 AC. OR 20,187 SQ.FT.
WILLOW RIDGE CONFERENCE - 30X
WILLOW RIDGE DROSS AREA - 4,000 S.F.
WILLOW RIDGE PLEACE - 15, 17

2008

RECORD A
FENCED GREEN STONE, SOON AS AND UNCOVERING
GROSS AREA 100 SQFT.

of the plan c
the land for

MENT, HOWEVER, THE PLANNING DIRECTOR, WITH THE COOPERATION OF THE CO. SUPERINTENDENT, MAY APPROVE LABOR ADJUSTMENTS TO THE CONDITIONS IN THIS CLUB, CONSISTENT WITH THE APPOINTED DEVELOPMENT PLAN, WITHOUT FILING A FORMAL CLUB AMENDMENT.

MODERN COUNTRY

2. ACCESS TO EIGHT STREET NORTH SHALL BE LIMITED TO TWO (2) OPENINGS ONE (ONE) BY RIGHT (OUT ONLY) BETWEEN PARCELS 3 AND 4, AND ONE (1) FULL MOVEMENT OPENING BETWEEN PARCELS 2 AND 3. (SEE PLAN)

3. ACCESS TO EIGHT AVENUE SHALL BE LIMITED TO TWO (2) FULL

MOVEMENT
ACCESS: C

LANDSCAPE AND FINISHING FOR SCENARIOS
SHALL BE IN ACCORDANCE WITH CITY OF MOBILE CODE EXCEPT AS
NOTED. A LANDSCAPE PLAN INDICATING THE LOCATION, TYPE AND
DIMENSIONS OF PLANT MATERIAL SHALL BE SUBMITTED FOR A PRELIMINARY

WESCAPE AND

and AFFILIATE FIRMS IN THE ECONOMY OF ANY COUNTRY, FURNISHES
ENVIRONMENTAL INFORMATION FOR THE PLANT UNIVERSALLY APPROVED ON THE

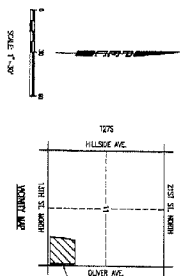
RtE
2157 ST. NORTH

1275
SIDE AVE.
VER AVE.

HABON 75 HUF.

HABON 75 HUF.

100



**City of Wichita
City Council Meeting
March 24, 2009**

TO: Mayor and City Council Members

SUBJECT: SUB 2008-88 -- Plat of Summit Crossing Addition located on the southwest corner of 127th Street East and 21st Street North. (District II)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (8-0)

Background: This site, consisting of 12 lots on 13.88 acres, is a replat of Lakeside Acres 2nd Addition. A zone change (ZON 2008-62) from SF-5 Single-family Residential to LC Limited Commercial has been approved. This plat is subject to the conditions of the approved Summit Crossing Community Unit Plan (CUP 2008-62, DP-317). A Notice of Community Unit Plan (CUP) has been submitted identifying the approved CUP and its special conditions for development on this property.

Analysis: Petitions, 100 percent, and a Certificate of Petitions have been submitted for paving, water, sewer and drainage improvements. Since this plat proposes the platting of narrow street right-of-way with adjacent 15-foot street drainage and utility easements, a Restrictive Covenant has been submitted outlining restrictions for lot-owner use of these easements. The Restrictive Covenant also provides four (4) off-street parking spaces per lot that abuts a 32-foot street and for the ownership and maintenance of the proposed reserves being platted. In accordance with the CUP approval, a Cross-lot Circulation Agreement has been submitted to assure internal vehicular movement between the lots.

The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions. Publication of the Ordinance should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Community Unit Plan, Certificate of Petitions, Restrictive Covenant and Cross-lot Circulation Agreement will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinance.



ORDINANCE NO. 48-307

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2008-62

Zone change request from SF-5 Single-family Residential to LC Limited Commercial, described as:

Summit Crossing Addition, Wichita, Sedgwick County Kansas.

Generally located on the southwest corner of 127th Street East and 21st Street North.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 7th day of April, 2009.

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

First Published in the Wichita Eagle on March 27, 2009

RESOLUTION NO. 09-071

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90423 (SOUTH OF 21ST, WEST OF 127TH ST. EAST) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-90423 (SOUTH OF 21ST, WEST OF 127TH ST. EAST) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Water Distribution System Number 448-90423 (south of 21st, west of 127th St. East).

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Two Thousand Dollars (\$102,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Fifteen Thousand One Hundred Thirty Dollars (\$15,130); and distributed on a square foot basis.

SUMMIT CROSSING ADDITION

Lots 1 through 7, Block 1

Lots 1 through 5, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24th day of March, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

First Published in the Wichita Eagle on March 27, 2009

RESOLUTION NO. 09-072

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 6, MAIN 10, FOUR MILE CREEK SEWER (SOUTH OF 21ST, WEST OF 127TH ST. EAST) 468-84579 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 6, MAIN 10, FOUR MILE CREEK SEWER (SOUTH OF 21ST, WEST OF 127TH ST. EAST) 468-84579 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO- WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 6, Main 10, Four Mile Creek Sewer (south of 21st, west of 127th St. East) 468-84579.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for hereof is estimated to be One Hundred Thirteen Thousand Dollars (\$113,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2009, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing sanitary sewer main, such benefit fee to be in the amount of Twenty-Nine Thousand One Hundred Dollars (\$29,100); and distributed on a square foot basis.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SUMMIT CROSSING ADDITION

Lots 1 through 7, Block 1

Lots 1 through 5, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a square foot basis.

In the event all or part of the lots or parcels in the improvement district are

replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, the 24th day of March, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on March 27, 2009

RESOLUTION NO. 09-073

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER DRAIN NO. 355 (SOUTH OF 21ST, WEST OF 127TH ST. EAST) 468-84580 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER DRAIN NO. 355 (SOUTH OF 21ST, WEST OF 127TH ST. EAST) 468-84580 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to improve Storm Water Drain No. 355 (south of 21st, west of 127th St. East) 468-84580.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be One Hundred Seventy-Nine Thousand Dollars (\$179,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SUMMIT CROSSING ADDITION

Lots 1 through 7, Block 1

Lots 1 through 5, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis:

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as

against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24th day of March, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

First Published in the Wichita Eagle on March 27, 2009

RESOLUTION NO. 09-074

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVING ON SHADYBROOK FROM THE NORTH LINE OF 127TH STREET NORTH TO THE SOUTH LINE OF GARNETT STREET; SIDEWALK TO BE CONSTRUCTED ON SHADYBROOK FROM THE WEST LINE OF 127TH STREET TO THE EAST LINE OF GARNETT; AND A SIDEWALK ON GARNETT FROM THE SOUTH LINE OF 21ST STREET TO THE NORTH LINE OF SHADYBROOK (SOUTH OF 21ST, WEST OF 127TH ST. EAST) 472-84797 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVING ON SHADYBROOK FROM THE NORTH LINE OF 127TH STREET NORTH TO THE SOUTH LINE OF GARNETT STREET; SIDEWALK TO BE CONSTRUCTED ON SHADYBROOK FROM THE WEST LINE OF 127TH STREET TO THE EAST LINE OF GARNETT; AND A SIDEWALK ON GARNETT FROM THE SOUTH LINE OF 21ST STREET TO THE NORTH LINE OF SHADYBROOK (SOUTH OF 21ST, WEST OF 127TH ST. EAST) 472-84797 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing paving on Shadybrook from the north line of 127th Street North to the south line of Garnett Street; sidewalk to be constructed on Shadybrook from the west line of 127th Street to the east line of Garnett; and a sidewalk on Garnett from the south line of 21st Street to the north line of Shadybrook (south of 21st, west of 127th St. East) 472-84797.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to One Hundred Eighty-Four Thousand Dollars (\$184,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2009 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

SUMMIT CROSSING ADDITION

Lots 1 through 7, Block 1

Lots 1 through 5, Block 2

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot

basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24th day of March, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

NOTICE OF COMMUNITY UNIT PLAN

SUMMIT CROSSING ADDITION

THIS NOTICE made this 11 day of February, 2009, by ACCN ENTERPRISES, LLC, a Kansas Limited Liability Company, hereinafter called "Declarant".

WITNESSETH

WHEREAS, declarant is the owner of all or a portion of the following described property:

Summit Crossing Addition to Wichita, Sedgwick County, Kansas.

WHEREAS, declarant is desirous to file notice that a community unit plan approved by the Wichita City council is on file with Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316)268-4421.

NOW, THEREFORE, the declarant wants to make notice that the approved C.U.P. (DP-317) has placed restrictions on the use and requirements on the development of the above described real property. The community unit plan shall be binding on the Owners, the heirs, successors, or assigns, and is a document running with the land and is binding on all successors in title to Summit Crossing Addition to Wichita, Sedgwick County, Kansas.

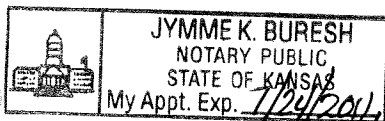
EXECUTED the day and year first written above

ACCN ENTERPRISES, LLC
A Kansas Limited Liability Company

By: D. Craig Nelson
D. Craig Nelson, Managing Partner

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 11 day of February, 2009, before me a Notary Public in and for said State and County, came D. Craig Nelson, Managing Partner, ACCN Enterprises, LLC, a Kansas Limited Liability Company to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: Jymme K Buresh

My Appointment Expires: 7/24/2011

CERTIFICATE

Sedgwick County) SS
State of Kansas)

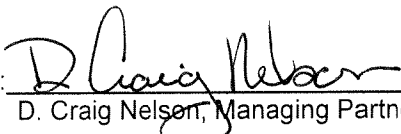
I, D. Craig Nelson, Managing Partner, ACCN Enterprises, LLC, a Kansas Limited Liability Company, owner and platfor of the Summit Crossing Addition, do hereby certify that petitions for the following improvements have been submitted to the City Council of Wichita, Sedgwick County, Kansas;

1. Paving Petition (1)
2. Water Distribution System Petition (1)
3. Sanitary Sewer Lateral Petition (1)
4. Drainage Petition (1)

As a result of the above mentioned petitions for improvements, lots within the Summit Crossing Addition may be subject to special assessments assessed thereto for the cost of constructing the above described improvements.

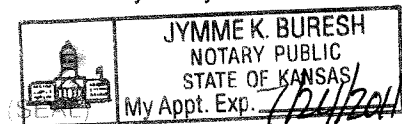
Signed this 11TH day of FEB, 2009

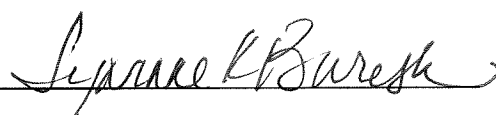
ACCN ENTERPRISES, LLC,
A Kansas Limited Liability Company

By: 
D. Craig Nelson, Managing Partner

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 11TH day of FEB, 2009, before me a Notary Public in and for said State and County, came D. Craig Nelson, Managing Partner, ACCN Enterprises, LLC, a Kansas Limited Liability Company to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledged the execution of the same. In testimony whereof I have hereunto set my hand and affixed my notarial seal the day and year above written.



Notary Public: 

My Appointment Expires: 7/24/2011

RESTRICTIVE COVENANT

This covenant, executed this 11TH day of FEB, 2009.

W I T N E S S E T H: That,

WHEREAS, the undersigned is in the process of platting that certain real property to be known as the Summit Crossing Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, as a part of the platting process certain requirements have been made by The City of Wichita regarding maintenance of reserves, the establishment of an owners association, providing off-street parking, providing for the maintenance of drainage reserves being platted, and regarding restriction to lot owner use of "street drainage and utility easements".

NOW, THEREFORE, the undersigned does hereby subject Summit Crossing Addition, an addition to Wichita, Sedgwick County, Kansas, to have the following covenants and restrictions.

1. At such time as the property shall become developed by erection of improvements thereon the undersigned agrees to cause an association to be formed to provide for the care, maintenance and upkeep of the reserves, and the common areas.
2. The reserves located in said Addition will be conveyed to the association at such time as the project is sold to or occupied by owners or tenants other than the undersigned.
3. Until said reserves are so conveyed, the ownership and maintenance of the reserves shall be by the undersigned.
4. The owners of the reserves shall bear the cost of any repair or replacement of improvements within said reserves resulting from street construction, repair or maintenance.
5. There shall be provided for each dwelling unit located on any of the following lots a total of not less than four off-street parking spaces for automobiles which may include garages and driveways, to wit: Lots 1 through 7, Block 1; and Lots 1 through 5, Block 2.
6. No retaining wall, fence, earth berm, or mass planting shall be placed or permitted with the fifteen (15) foot street, drainage and utility easements adjacent to the public streets being platted, nor shall any other planting be permitted therein which would materially interfere with the flow of storm water run-off through said easement. Any change of grade is prohibited.
7. The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.
8. In the event that the Undersigned or the association, its' successors or assigns, shall fail to maintain the Reserves dedicated for Drainage or fail in any manner to fulfill their obligation relating to said Reserves dedicated for Drainage, the City of Wichita may serve a written Notice of Delinquency upon the Undersigned or the Association setting forth the manner in which the Undersigned or the Association has failed to fulfill its' obligations. Such Notice shall include a

statement describing the obligation that has not been fulfilled and shall grant twenty (20) days within which the Undersigned or the Association may fulfill the obligation. If said obligation is not fulfilled within the time specified, the City of Wichita, in order to preserve the taxable value of the properties within the Addition and to prevent said Reserves dedicated for Drainage from becoming a nuisance, may enter upon said Reserves dedicated for Drainage and perform the obligations listed in the Notice of Delinquency. All costs incurred by the City of Wichita in carrying out the obligations of the Undersigned or the Association may be assessed against said Reserves in the same manner as provided by law for such assessments and said assessments may be established as liens upon said Reserves. Should the Undersigned or the Association, its successors or assigns, upon receipt of said Notice of Delinquency believe that the obligations described in said Notice are not proper for any reason, it may, within the twenty-day period to be provided in said Notice, apply for a hearing before the City Council to appeal said assessments, and any further proceedings under said Notice shall be suspended pending the outcome of any proceedings with respect to such appeal.

This covenant runs with the land and is binding on future owners and assigns.

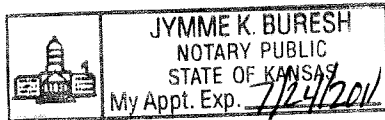
IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon this 11th day of FEB, 2009.

ACCN ENTERPRISES, LLC,
A Kansas Limited Liability Company

By: D. Craig Nelson
D. Craig Nelson, Managing Partner

Sedgwick County) SS
State of Kansas)

Be it remembered that on this 11 day of February, 2009, before me, a notary public in and for said County and State, came D. Craig Nelson, Managing Partner, ACCN Enterprises, LLC, a Kansas Limited Liability Company, to me personally known to be the same person who executed the foregoing instrument of writing and duly acknowledge the execution of same.



Jymme K Buresh
Notary Public

My Appointment Expires: 7/24/2011

CROSS-LOT CIRCULATION AGREEMENT

THIS DECLARATION, made this 11 day of FEB, 2009, by ACCN Enterprises, LLC, a Kansas Limited Liability Company.

W I T N E S S E I H: That,

WHEREAS, Declarant is the owner of all lots in the Summit Crossing Addition, an addition to Wichita, Sedgwick County, Kansas, which addition is presently in the process of being platted; and

WHEREAS, as a part of the platting process it is necessary to provide a cross-lot circulation agreement for the benefit of all lots in said Addition; and

WHEREAS, Declarant is the owner of the property to be burdened by said agreement and desires hereby to establish the same.


NOW, THEREFORE, Declarant hereby declares and establishes the cross-lot circulation agreement, as follows:

1. Declarant grants to all future Owners, their agents, assigns, lessees, customers, invitees, licensees, tenants and employees a nonexclusive easement over, through, and around the common areas for driveways, walkways, ingress and egress, parking motor vehicles, and the loading and unloading of commercial and other vehicles. All entrances, exits, aisleways and driveways shall be unobstructed so that vehicular and pedestrian traffic may easily move to and from adjoining lots within the common area and the adjacent streets.

2. The rights herein granted and all provisions hereof shall be deemed covenants that shall run with the land and shall inure to the benefits of and be binding upon Declarant and its successors and assigns.

IN WITNESS WHEREOF, this Declaration has been executed the date first above written.

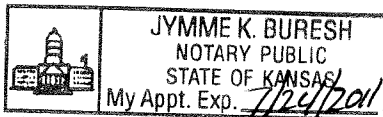
ACCN ENTERPRISES, LLC
A Kansas Limited Liability Company

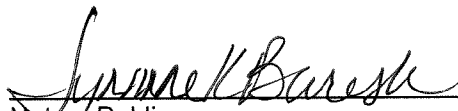
By: 
D. Craig Nelson, Managing Partner

STATE OF KANSAS)
) SS.
SEDGWICK COUNTY)

Be it remembered that on this 11 day of February, 2009, before me, the undersigned, a Notary Public in and for said State and County aforesaid, came D. Craig Nelson, Managing Partner, ACCN Enterprises, LLC, a Kansas Limited Liability Company to me personally known to be the person who executed the foregoing instrument of writing and duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have subscribed my name and affixed my official seal, the day and year above written.




Notary Public

My Appointment Expires: 7/24/2011

**City of Wichita
City Council Meeting
March 24, 2009**

TO: Mayor and City Council Members

SUBJECT: SUB 2008-97 -- Plat of Ridge 400 Addition located on the east side of Mid-Continent Road and south of Maple. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA ACTION: Planning (Consent)

Staff Recommendation: Approve the plat.

MAPC Recommendation: Approve the plat. (10-0)

Background: This site, consisting of one lot on 1.58 acres, is a replat of two lots in the Westerlea Village Addition. A zone change (ZON 2008-22) from SF-5 Single-family Residential to LC Limited Commercial and Protective Overlay (PO #219) addressing uses, screening, signage, building height and lighting were approved for this site. A Notice of Protective Overlay has been submitted identifying the approved Protective Overlay and its special conditions for development on this property.

Analysis: Water and sewer services are available for the site. A Petition, 100 percent, and a Certificate of Petition have been submitted for paving improvements. A Restrictive Covenant has been submitted to provide for the ownership and maintenance of the proposed reserves being platted. A Drive Approach Closure Certificate has been submitted to guarantee the closure of any driveway openings located in areas of complete access control or that exceed the number of allowed openings. This site is located near Mid-Continent Airport; therefore, an Avigational Easement and Restrictive Covenant have been submitted to assure that adequate construction methods will be used to minimize the effects of noise pollution in the habitable structures constructed on subject property. A Restrictive Covenant for Future Cross Circulation Agreement has been submitted to permit future cross-lot access with the abutting property owner to the east and south effective upon platting of those properties for any commercial development.

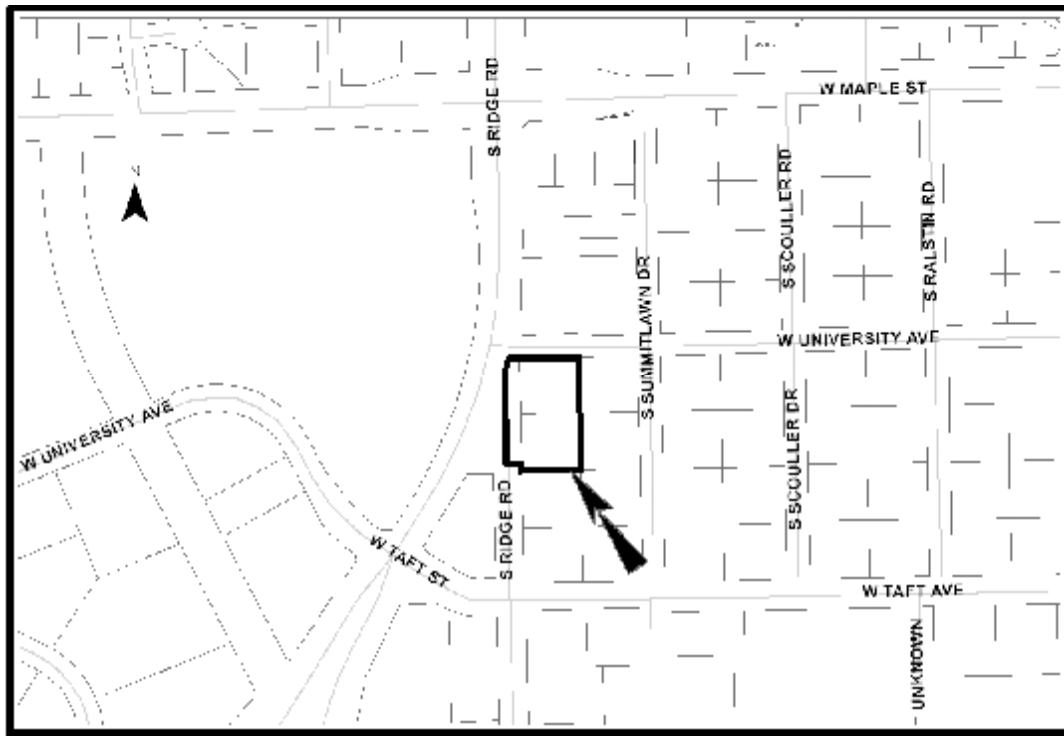
The plat has been approved by the Metropolitan Area Planning Commission, subject to conditions. Publication of the Ordinances should be withheld until the plat is recorded with the Register of Deeds.

Financial Considerations: None.

Goal Impact: Ensure Efficient Infrastructure.

Legal Considerations: The Notice of Protective Overlay, Certificate of Petition, Drive Approach Closure Certificate, Avigational Easement and Restrictive Covenants will be recorded with the Register of Deeds.

Recommendations/Actions: Approve the documents and plat, authorize the necessary signatures, adopt the Resolutions and approve first reading of the Ordinance.



ORDINANCE NO. 48-308

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON 2008-22

Zone change from SF-5 Single-family Residential to LC Limited Commercial subject to the provisions of Protective Overlay #219 on property described as:

Lot 1, Block A, and Reserves A and B, Ridge 400 Addition, Wichita, Sedgwick County, Kansas, located on the east side of Mid Continent Road and south of Maple.

SUBJECT TO PLATTING WITHIN A YEAR OF APPROVAL BY THE GOVERNING BODY AND THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #219:

- A. No off-site or portable signs shall be permitted on the subject property. No signs shall be permitted along the face of any building that faces residential zoning or is across the street from any property that is in a residential zoning district. Signs shall be a monument style and all other signs shall be according to the City of Wichita sign code for the LC Limited Commercial zoning district.
- B. Light poles shall be of the same color and design and shall have cut-off fixtures which direct light away from any abutting or adjacent properties that are in a residential zoning district. Light poles shall be limited to a maximum height, including the base of the light pole, of 15-feet. Light poles shall not be located within any setbacks.
- C. Outdoor speakers and sound amplification systems shall not be permitted.
- D. No buildings shall exceed one story in height with a maximum building height of 25 feet.
- E. A six (6) to eight (8) foot tall masonry wall shall be constructed parallel to the east property lines of the subject site, where it abuts existing single-family residences and SF-5 Single-family Residential zoning. A six (6) to eight (8) foot tall cedar fence shall be constructed parallel to the south property lines of the subject site, where it abuts existing single-family residences and the SF-5 Single-family Residential zoning.
- F. A 15-foot wide landscape buffer will be provided along the south and east sides of the subject site. A minimum of 5-foot tall evergreens will be planted at 20-foot centers along the south and east sides. Landscaping will be 1.5 times more than the minimum required by the Landscape Ordinance along the site's street frontages.
- G. All deliveries and trash service shall be between the hours of 6 AM and 10 PM.
- H. The subject site shall comply with the compatibility setback standards on the interior side yard (south) and rear yards (east).
- I. At the time of platting all access onto public right-of-way, cross lot access, utility easements, drainage, improvements and the final size and configuration of the subject site shall be resolved, per the Subdivision standards, as reviewed and recommended by the staff and the appropriate appointed and governing bodies.
- J. The following uses shall not be permitted: adult entertainment establishment; group residence; correctional placement residence; recycling collection station; reverse vending machine; car wash; convenience store; night club; recreation and entertainment; restaurant with drive-in or drive-thru facilities; service station; tavern and drinking establishment; and vehicle repair.

SECTION 2. That upon the taking effect of this ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita -Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED AT WICHITA, KANSAS, April 7, 2009.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

(SEAL)

Approved as to form:

Gary E. Rebenstorf, City Attorney

First Published in the Wichita Eagle on March 27, 2009

RESOLUTION NO. 09-075

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING A HAMMERHEAD TURNAROUND WITHIN RIDGE ROAD AT THE SOUTHWEST CORNER OF LOT 1 BLOCK A, RIDGE 400 ADDITION. DRAINAGE TO BE INSTALLED WHERE NECESSARY (SOUTH OF MAPLE, EAST OF MID CONTINENT ROAD) 472-84798 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING A HAMMERHEAD TURNAROUND WITHIN RIDGE ROAD AT THE SOUTHWEST CORNER OF LOT 1, BLOCK A, RIDGE 400 ADDITION. DRAINAGE TO BE INSTALLED WHERE NECESSARY (SOUTH OF MAPLE, EAST OF MID CONTINENT ROAD) 472-84798 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing a hammerhead turnaround within Ridge Road at the southwest corner of Lot 1, Block A, Ridge 400 Addition. Drainage to be installed where necessary (south of Maple, east of Mid Continent Road) 472-84798.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to Forty-Five Thousand Dollars (\$45,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after February 1, 2009 exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

RIDGE 400 ADDITION
Lot 1, Block A

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a fractional basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block A, RIDGE 400 ADDITION shall pay 100 percent of the total cost of the improvements.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24th day of March, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK
(SEAL)

NOTICE OF PROTECTIVE OVERLAY

THIS NOTICE made this 2nd day of February, 2009, by LKH Properties, L.C., a Kansas Limited Liability Company, and Michael R. Thull, a single person, hereinafter called "Declarants,"

WITNESSETH

WHEREAS, Declarants are the owners of the following-described property:

Lot 1, Block A,
RIDGE 400 ADDITION,
Wichita, Sedgwick County, Kansas

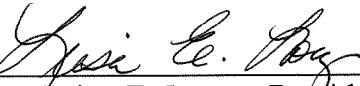
and

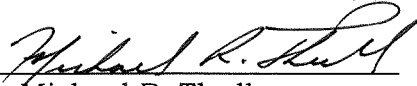
WHEREAS, Declarant is desirous to file notice that a zoning protective overlay approved by the Wichita City Council is on file with the Wichita-Sedgwick County Metropolitan Area Planning Department, located on the 10th Floor, City Hall, Wichita, Kansas, (316) 268-4421.

NOW, THEREFORE, the Declarant gives notice that the approved protective overlay (P-O #219) per zone change case ZON2008-00022 has placed restrictions on the use and requirements of the development of the above-described real property. This protective overlay shall be binding on the owners, their heirs, or successors or assigns and is a document running with the land and is binding on all successors in title to Lot 1, Block A, Ridge 400 Addition.

EXECUTED the day and year first written above.

LKH Properties, L.C.

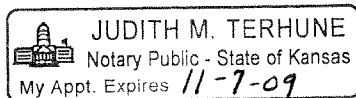
By: 
Leisa E. Lowry, President

By: 
Michael R. Thull

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Leisa E. Lowry as President of LKH Properties, L.C., a Kansas limited
liability company, personally known to me to be the same persons who executed the
within instrument of writing and such persons duly acknowledged the execution of the
same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



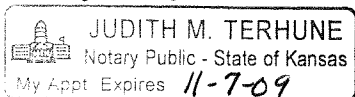
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Michael R. Thull, a single person, personally known to me to be the
same persons who executed the within instrument of writing and such persons duly
acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

CERTIFICATE OF PETITION

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

We, LKH Properties, L.C., a Kansas Limited Liability Company, and Michael R. Thull, a single person, owners of RIDGE 400 ADDITION, Wichita, Sedgwick County, Kansas, do hereby certify that petition(s) for the following improvements have been submitted to the City Council of the City of Wichita, Kansas:

1. Paving Improvements

As a result of the above-mentioned petition(s) for improvements, all lots or portions thereof within Ridge 400 Addition, may be subject to special assessments assessed thereto for the cost of constructing the above-described improvements.

Signed this 2nd day of February, 2009.

LKH Properties, L.C.

By: Leisa E. Lowry
Leisa E. Lowry, President

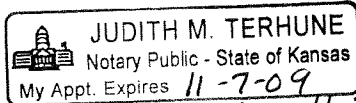
By: Michael R. Thull
Michael R. Thull

Certificate of Petition
Page 2 of 2

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Leisa E. Lowry as President of LKH Properties, L.C., a Kansas limited
liability company, personally known to me to be the same persons who executed the
within instrument of writing and such persons duly acknowledged the execution of the
same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



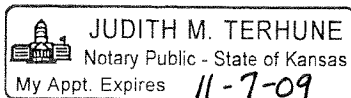
(My Appointment Expires: 11-7-09)

Judith M. Terhune
Notary Public

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Michael R. Thull, a single person, personally known to me to be the
same persons who executed the within instrument of writing and such persons duly
acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



(My Appointment Expires: 11-7-09)

Judith M. Terhune
Notary Public

RESTRICTIVE COVENANT

THIS DECLARATION made this 2nd day of February, 2009, by, LKH Properties, L.C., a Kansas Limited Liability Company, and Michael R. Thull, a single person hereinafter called "Declarant",

WITNESSETH

WHEREAS, Declarant is the owner of the following described property:

RIDGE 400 ADDITION

Lot 1, Block A

WHEREAS, Declarant is desirous in connection therewith that various provisions for the maintenance and responsibility for the maintenance be placed of record for Ridge 400 Addition, Wichita, Sedgwick County, Kansas.

NOW, THEREFORE, Declarant hereby declares and covenants:

1. That Reserves "A" and "B" are hereby reserved for open space, landscaping, a landscape buffer, berms, utilities as confined to easement, and drainage purposes.

Reserve "A" shall be owned and maintained by the owner of Lot 1, Block A, Ridge 400 Addition Wichita, Sedgwick County, Kansas or the owner of Lot 1, Block H, Westerlea Village, Wichita, Sedgwick County, Kansas.

Reserve "B" shall be owned and maintained by the owner of Lot 1, Block A, Ridge 400 Addition, Wichita, Sedgwick County, Kansas or the owner of Lot 2, Block H, Westerlea Village, Wichita, Sedgwick County, Kansas.

2. That the owners hereby grant an irrevocable easement to whichever appropriate governing body or authority has jurisdiction, to enter upon the Reserve, as defined, for the purposes of maintaining such Reserves. This easement is conditioned upon the following event or events happening:

A. That the Declarant, or the Lot Owner, as may be appropriate, has failed to maintain the reserves in a reasonable and prudent manner,

and,

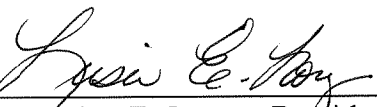
B. That the appropriate governing body has given written notice to the current owner, and the owner of said reserve has not responded in initiating corrective action within thirty (30) days of such notice. If the governing body has taken action to maintain the reserves under this covenant, the owner of said reserve shall pay promptly the costs expended. If the costs are not paid within thirty (30) days of the rendering of an account, the costs shall be considered an assessment against Lot 1, Block A, in Ridge 400 Addition, or Lot 1, Block H, Westerlea Village, Wichita, Sedgwick County, Kansas, or Lot 2, Block H, Westerlea Village, Wichita, Sedgwick County, Kansas, and shall be considered a lien thereon and be treated in the same manner as a special assessment.

This covenant shall be binding on the owner, their heirs, or successors or assigns and is a covenant running with the land and is binding on all successors in Lot 1, Block A, in RIDGE 400 ADDITION, Wichita, Sedgwick County, Kansas, or Lot 1, Block H, Westerlea Village, Wichita, Sedgwick County, Kansas, or Lot 2, Block H, Westerlea Village, Wichita, Sedgwick County, Kansas, as appropriate.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

EXECUTED the day and year first written.

LKH Properties, L.C.

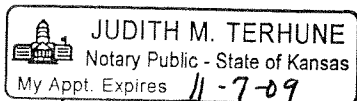
By: 
Leisa E. Lowry, President

By: 
Michael R. Thull

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Leisa E. Lowry as President of LKH Properties, L.C., a Kansas limited
liability company, personally known to me to be the same persons who executed the
within instrument of writing and such persons duly acknowledged the execution of the
same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



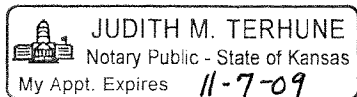
(My Appointment Expires: 11-7-09)

Judith M. Terhune
Notary Public

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Michael R. Thull, a single person, personally known to me to be the
same persons who executed the within instrument of writing and such persons duly
acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



(My Appointment Expires: 11-7-09)

Judith M. Terhune
Notary Public

DRIVE APPROACH CLOSURE CERTIFICATE

SEDGWICK COUNTY)
STATE OF KANSAS) ss:

LKH Properties, L.C., a Kansas Limited Liability Company, and Michael R. Thull, a single person, owner(s) of that certain real property to be known as Lot 1, Block A, Ridge 400 Addition, Wichita, Sedgwick County, Kansas, are in the process of platting said property, and do hereby acknowledge that in accordance with the requirements of the platting process as set forth by the City of Wichita, any existing drive approaches on University Ave. in excess of the one allowed per said platting requirements shall be closed, and on Mid-Continent Road in excess of the one allowed per said platting requirements.

This is to place on notice the owner(s) of the above-described property and subsequent owners thereof that, as a result of the above-cited platting requirements, said owner and subsequent owners thereof are responsible for seeing that such drive approach or approaches are removed and closed per City of Wichita specifications for such work, and that sufficient guaranty of such closure(s), in a form acceptable to the City of Wichita (e.g. – bond, cash, letter of credit, etc.) and/or acknowledgement that the City of Wichita may withhold the issuance of an occupancy permit for any future building construction, will be a pre-condition of the issuance of any future building permit for all development on the above-described property.

Signed this 2nd day of February, 2009.

LKH Properties, L.C.

By: Leisa E. Lowry
Leisa E. Lowry, President

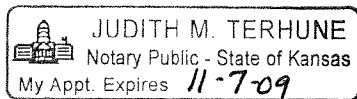
By: Michael R. Thull
Michael R. Thull

Drive Approach Closure Certificate
Page 2 of 2

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Leisa E. Lowry as President of LKH Properties, L.C., a Kansas limited
liability company, personally known to me to be the same persons who executed the
within instrument of writing and such persons duly acknowledged the execution of the
same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



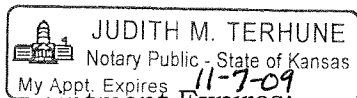
Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Michael R. Thull, a single person, personally known to me to be the
same persons who executed the within instrument of writing and such persons duly
acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

AVIGATIONAL EASEMENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, this 2nd day of February 2009, LKH Properties, L.C., a Kansas Limited Liability Company, and Michael R. Thull, a single person, GRANTORS hereof, do hereby grant a permanent Avigational Easement to the public authority authorized by Law to own and operate public-owned airports in Sedgwick County, Kansas, for the use of "Navigable Airspace" as defined by the Federal Aviation Act of 1958, over all the following-described real estate, to-wit:

RIDGE 400 ADDITION

Lot 1, Block A

By virtue of this easement, the grantor, for and on behalf of the Grantor and all successors in interest to any and all of the real property above-described, waives as to the public authority only any and all claims for damage of any kind whatsoever incurred as a result of aircraft using the "Navigable Airspace" granted herein. This easement does not grant or convey any surface use rights nor is it to be construed to grant any right to private persons or corporations.

"Navigable Airspace" means air space above the minimum altitudes of flight prescribed by regulations issued under the Federal Aviation Act of 1958, Section 101 (24) 49 U.S. Code 1301, and shall include air space needed to insure aircraft safety during take-off and landing.

To have and to hold said easement forever.

EXECUTED the day and year first above written.

LKH Properties, L.C.

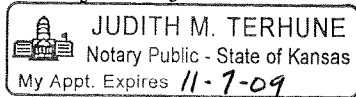
By: Leisa E. Lowry
Leisa E. Lowry, President

By: Michael R. Thull
Michael R. Thull

STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Leisa E. Lowry as President of LKH Properties, L.C., a Kansas limited
liability company, personally known to me to be the same persons who executed the
within instrument of writing and such persons duly acknowledged the execution of the
same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.



Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)

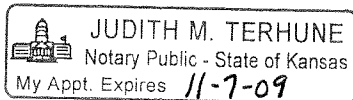
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Michael R. Thull, a single person, personally known to me to be the
same persons who executed the within instrument of writing and such persons duly
acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)



RESTRICTIVE COVENANT

THIS DECLARATION made this 2nd day of February, 2009, by LKH Properties, L.C., a Kansas Limited Liability Company, and Michael R. Thull, a single person, the "Declarants",

WITNESSETH

WHEREAS, Declarants are the owner of the following described property:

RIDGE 400 ADDITION

Lot 1, Block A

WHEREAS, the Declarant's property is located near Wichita Mid Continent Airport and is accordingly subject to considerable noise from the operation of aircraft which may infringe upon the enjoyment of said property and may affect the health and/or well being of the property's users, and

WHEREAS, the City of Wichita, in connection with approval of the plat of said addition, shall require that proper consideration be given to abate outside noise pollution within buildings constructed on said property:

NOW, THEREFORE, Declarants hereby declare that Ridge 400 Addition, Wichita, Sedgwick County, Kansas, shall be and the same is subjected to the following restrictive covenant, to wit:

That any structure constructed on the premises shall be so designed and constructed as to minimize outside noise pollution in compliance with applicable City of Wichita codes and with due consideration given to the intended use of the structure. This covenant is for the benefit of said property and shall run with the land and shall inure to the benefit of and pass with said property and shall be binding upon the successors and assigns, jointly and severally, by these presents.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

Executed the date and year first above written.

LKH Properties, L.C.

By: *Leisa E. Lowry*
Leisa E. Lowry, President

By: *Michael R. Thull*
Michael R. Thull

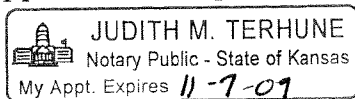
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Leisa E. Lowry as President of LKH Properties, L.C., a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)



Restrictive Covenant
Page 3 of 3

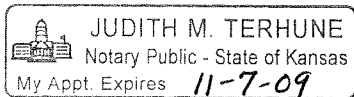
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Michael R. Thull, a single person, personally known to me to be the
same persons who executed the within instrument of writing and such persons duly
acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)



RESTRICTIVE COVENANT
FOR FUTURE CROSS CIRCULATION AGREEMENT

THIS RESTRICTIVE COVENANT made this 2nd day of February, 2009, by LKH Properties, L.C., a Kansas Limited Liability Company, and Michael R. Thull, a single person, hereinafter called "Declarants",

WITNESSETH

WHEREAS, Declarants are the owners of the following described real property, to-wit:

RIDGE 400 ADDITION
Lot 1, Block A

and

WHEREAS, the plat of the aforesaid Ridge 400 Addition contains provisions for access control along University Ave. and Mid-Continent Road, as recommended by the Engineering Department of the City of Wichita,

and

WHEREAS, as a platting requirement of the Wichita/Sedgwick County Planning Commission, the Declarants hereby agree to execute, in the future a cross lot access agreement allowing access to University Ave. and Mid-Continent Road for the benefit of said Ridge 400 Addition and the property immediately adjacent to the south and the property immediately adjacent to the east, as provided for herein.

NOW, THEREFORE, Declarants hereby declare the following:

1. The Declarants acknowledges their willingness to enter into a cross circulation agreement creating access rights with the owner of the property immediately adjacent to the south and with the owner of the property immediately adjacent to the east ("Adjacent Properties") of Lot 1, Block A, Ridge 400 Addition at some future date if said adjacent properties are platted for any commercial development.

Any cross circulation agreement entered into shall contain provisions regarding the allocation of the costs of constructing the initial joint access drive, modifications to such drive (if already constructed), and maintenance costs.

The covenants, conditions, and restrictions on the property created and established in this instrument may be waived, terminated, or modified only upon written consent of the City of Wichita. No such waiver, termination or modification shall be effective until such written consent is recorded in the office of the Register of Deeds for Sedgwick County, Kansas.

This restrictive covenant shall be binding on the Declarants, their successors or assigns and is a covenant running with the land and is binding on all successors in title for the above described real property located in Sedgwick County, Kansas.

LKH Properties, L.C.

By: *Leisa E. Lowry*
Leisa E. Lowry, President

By: *Michael R. Thull*
Michael R. Thull

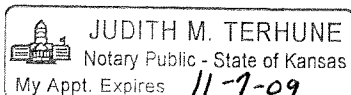
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009, before me, the undersigned, a Notary Public, in and for the County and State aforesaid, came Leisa E. Lowry as President of LKH Properties, L.C., a Kansas limited liability company, personally known to me to be the same persons who executed the within instrument of writing and such persons duly acknowledged the execution of the same on behalf, and as the act and deed of said limited liability company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)



Restrictive Covenant
Page 3 of 3

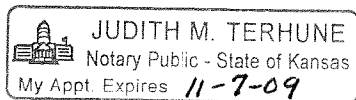
STATE OF KANSAS)
COUNTY OF SEDGWICK) SS:

BE IT REMEMBERED, that on this 2nd day of February, 2009,
before me, the undersigned, a Notary Public, in and for the County and State
aforesaid, came Michael R. Thull, a single person, personally known to me to be the
same persons who executed the within instrument of writing and such persons duly
acknowledged the execution of the same.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official
seal the day and year above written.

Judith M. Terhune
Notary Public

(My Appointment Expires: 11-7-09)



**City of Wichita
City Council Meeting
March 24, 2009**

TO: Mayor and City Council

SUBJECT: VAC2009-00001 - Request to vacate a portion of a platted setback; generally located midway between Washington and Hydraulic Avenues, on the northwest corner of Kellogg Drive and Lulu Avenue. (District I)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Staff Recommendation: Approve.

MAPC Recommendation: Approve (unanimously).

Background: The applicant proposes to vacate the north 12 feet of the platted 20-foot setback on the described LI zoned corner lot, thus making an 8-foot street side yard setback. This setback is located along Kellogg Drive. The Unified Zoning Code (UZC) has no minimum street side yard setback for the LI zoning district. Per the UZC (Art.III, Sec.III-E, e (6)), the short side of a corner lot shall have the front yard setback. The short side of this lot is the Kellogg Drive side, by 8.82 feet. However, (a) because of the small difference between the lot's Kellogg and Lulu street frontages, (b) the applicant's proposed direction for expansion of the existing building (towards Kellogg), (c) the location of the subject site's parking and entrance off of Lulu, and (d) the adjacent eastern and abutting western properties' buildings expanding out towards Kellogg, OCI has recognized the subject site's Kellogg frontage as the street side yard. The proposed expansion will not go beyond the adjacent eastern and abutting western properties' buildings. The applicant will not lose any parking with the proposed expansion, nor will the existing trees be removed. There are no platted easements within the platted setback. There are no utilities, manholes, sewer or water lines within the described portion of the platted setback. The Brookside Addition was recorded with the Register of Deeds on September 19, 1903.

Analysis: The MAPC voted (11-0) to approve the vacation request. No one spoke in opposition to this request at the MAPC's advertised public hearing or its Subdivision Committee meeting. No written protests have been filed.

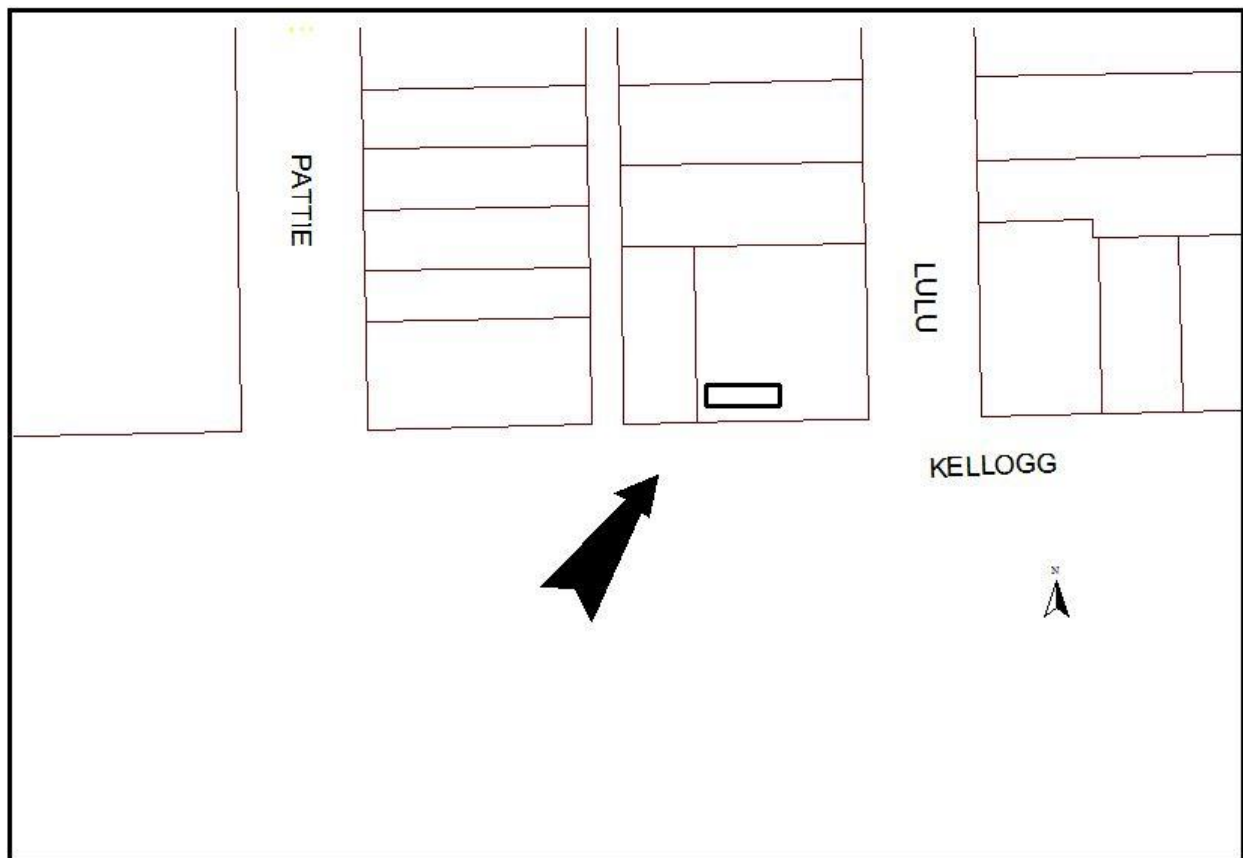
Financial Considerations: None.

Goal Impact: Ensure efficient infrastructure.

Legal Considerations: A certified copy of the Vacation Order will be recorded with the Register of Deeds.

Recommendation/Actions: Follow the recommendation of the Metropolitan Area Planning Commission and approve the Vacation Order, and authorize the necessary signatures.

Attachments: None.



City of Wichita
City Council Meeting
March 24, 2009

TO: Mayor and City Council Members

SUBJECT: A09-04 Request by Chris Dugan, C.D. Land Company, LLC, to annex lands generally located at the southwest corner of 29th Street North and 119th Street West. (District V)

INITIATED BY: Metropolitan Area Planning Department

AGENDA: Planning (Consent)

Recommendation: Approve the annexation request.

Background: The City has received a request to annex 29.6 acres of land generally located at the southwest corner of 29th Street North and 119th Street West. The annexation area abuts the City of Wichita to the east of the property. The annexation area, known as the Ashton Creek Commercial Park Addition, is anticipated to have approximately 80,000 square feet of commercial development within the next five to ten years, 120 apartment units within the next 10 years, and another 53,000 square feet of commercial development within the next 10 to 20 years. The Wichita-Sedgwick County Metropolitan Area Planning Commission approved the Ashton Creek Commercial Park Addition on July 24, 2008.

Analysis:

Land Use and Zoning: The proposed annexation consists of 29.6 acres zoned “SF-20” Single Family Residential. Upon annexation, the “SF-20” Single Family Residential zoning will convert to “SF-5” Single Family Residential. On February 27, 2008, the Sedgwick County Commission approved a zoning change and the Ashton Creek Commercial Park Community Unit Plan for the subject property. Once the plat of the property is approved by the City Council, the zoning will be changed to “LC” Limited Commercial, “NR” Neighborhood Retail, “GO” General Office, and “MF-18” Multi-Family Residential. The adjacent properties to the east are zoned “LC” Limited Commercial, “NR” Neighborhood Retail, and “SF-5” Single Family Residential. The adjacent property to the west and south is zoned “SF-20” Single Family Residential. The adjacent properties to the north are located within the City of Maize and are zoned “LC” Limited Commercial.

Public Services: Sanitary sewer is available to serve the subject property from an 8-inch main located in 119th Street West. The applicant has been required by the conditions of the plat to submit a petition to extend sewer mains and laterals to the site. The nearest connections to water are a 16-inch main in 119th Street West and a 24-inch main in 29th Street North. The applicant has been required by the conditions of the plat to pay a fee in lieu of assessment in order to connect to water service.

Street System: The subject property borders 119th Street West to the east, which is a paved, two-lane arterial street. The City of Wichita Capital Improvement Program (CIP) 2007-2016 has a project to reconstruct 119th Street West as a four-lane road in 2014. The subject property borders 29th Street North to the north, which is a paved, two-lane arterial street. The applicant has been required by the conditions of the plat to guarantee the construction of deceleration and left turn lanes to all openings permitting full turning movements.

Public Safety: Fire protection is currently provided to the area on the basis of a first-responder agreement between the City and County, and that service will continue following annexation. Fire Station No. 16 at 1632 N. Tyler is the nearest fire station to the site, and it can provide services to the site within an eight to nine minute approximate response time. Fire Station No. 21 is currently being constructed at 2110 N. 135th Street West, and when it opens, it will be able to provide services to the site within a five to six minute approximate response time.

Upon annexation, police protection will be provided to the area by the Patrol West Bureau of the Wichita Police Department, headquartered at 661 N. Elder.

Parks: Dugan Park, a 21 acre City of Maize park, is located immediately across 29th Street North and is the nearest park facility to the subject property. The nearest City of Wichita park is Sunset Park located approximately two miles southeast of the subject property at 1851 N. Keith. Sunset Park is a 19 acre neighborhood park that is developed with a softball diamond, tennis courts, a soccer field, and a children's play area. According to the Parks, Recreation and Open Space Plan, adopted on January 6, 2009, a proposed pathway has been identified west of the subject property and proposed park target areas have been identified both east and west of the subject property.

School District: The annexation property is part of the Unified School District 267 (Renwick School District). Annexation will not change the school district.

Comprehensive Plan: The proposed annexation is consistent with the Wichita-Sedgwick County Comprehensive Plan. The annexation property falls within the Wichita 2030 Urban Growth Area as shown in the Plan.

Financial Considerations: The current approximate appraised value of the proposed annexation lands, according to County records, is \$18,420 with a total assessed value of \$5,526. Using the current City levy (\$31.979/\$1000 x assessed valuation), this roughly yields \$177 in City annual tax revenues for the property. The future assessed value of this property will depend on the type and timing of any other developments on the proposed annexation property and the current mill levy. At this time, the property owner is anticipating approximately 80,000 square feet of commercial development within the next five to ten years, 120 apartment units within the next 10 years, and another 53,000 square feet of commercial development within the next 10 to 20 years. The total appraised value of the residential development after completion is estimated at \$3,600,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$13,240 in City annual tax revenues. The total appraised value of the commercial development after completion is estimated at \$15,960,000. Assuming the current City levy remains about the same, this would roughly yield a total of \$127,600 in City annual tax revenues. In sum, the total appraised value of the residential and commercial development after completion is estimated at \$19,560,000 and is anticipated to roughly yield a total of \$140,840 in City annual tax revenues.

Goal Impact: Approving the annexation request would impact Wichita's goal to ensure efficient infrastructure, for annexation of this property would assist the City in satisfying the demand for new infrastructure needed to support growth and development.

Legal Considerations: The property is eligible for annexation under K.S.A. 12-519, *et seq.*

Recommendations/Actions: Approve the annexation request, place the ordinance on first reading and authorize the necessary signatures.

PUBLISHED IN THE WICHITA EAGLE ON April 10, 2009

ORDINANCE NO. 48-309

AN ORDINANCE INCLUDING AND INCORPORATING CERTAIN
BLOCKS, PARCELS, PIECES AND TRACTS OF LAND WITHIN THE
LIMITS AND BOUNDARIES OF THE CITY OF WICHITA, KANSAS.
(A09-04)

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA,
KANSAS:

SECTION 1. The governing body, under the authority of K.S.A. 12-519, et seq, hereby annexes the following blocks, parcels, pieces and tracts of land and they are hereby included and brought within the corporate limits of the City of Wichita, Kansas and designated as being part of City Council District V respectively:

That part of Government Lots 1 and 2 and the S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Sec. 1, Twp. 27-S, R-2-W of the 6th P.M., Sedgwick County, Kansas described as follows: Beginning at the NE corner of said NE $\frac{1}{4}$; thence southerly along the east line of said NE $\frac{1}{4}$, 1476.80 feet; thence westerly perpendicular to the east line of said NE $\frac{1}{4}$, 260.00 feet; thence northerly parallel to the east line of said NE $\frac{1}{4}$, 267.00 feet; thence westerly perpendicular to the east line of said NE $\frac{1}{4}$, 340.00 feet; thence southerly parallel with the east line of said NE $\frac{1}{4}$, 250.00 feet; thence southwesterly, 418.36 feet to a point 1600.74 feet normally distant south of the north line of said NE $\frac{1}{4}$ and 982.34 feet normally distant west of the east line of said NE $\frac{1}{4}$; thence northerly perpendicular to the north line of said NE $\frac{1}{4}$, 1340.74 feet to a point 260.00 feet normally distant south of the north line of said NE $\frac{1}{4}$; thence westerly parallel with the north line of said NE $\frac{1}{4}$, 340.00 feet; thence northerly perpendicular to the north line of said NE $\frac{1}{4}$, 260.00 feet to a point on the north line of said NE $\frac{1}{4}$; thence easterly along the north line of said NE $\frac{1}{4}$, 1368.74 feet to the point of beginning, EXCEPT for that part designated as 29th Street North, AND EXCEPT for that part designated as 119th Street West.

SECTION 2. That if any part or portion of this ordinance shall be held or determined to be illegal, ultra vires or void the same shall not be held or construed to alter, change or annul any terms or provisions hereof which may be legal or lawful. And in the event this ordinance in its entirety shall be held to be ultra vires, illegal or void, then in such event the boundaries and limits of said City shall be held to be those heretofore established by law.

SECTION 3. That the City Attorney be and he is hereby instructed at the proper time to draw a resolution redefining the boundaries and limits of the City of Wichita, Kansas, under and pursuant to K.S.A. 12-517, et seq.

SECTION 4. This ordinance shall become effective and be in force from and after its adoption and publication once in the official city paper.

ADOPTED at Wichita, Kansas, this April 7, 2009.

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to form:

Gary E. Rebenstorf, Director of Law

An ordinance including and incorporating certain blocks, parcels, pieces, and tracts of land within the limits and boundaries of the City of Wichita, Kansas, and relating thereto.

General Location:

Land generally located at the southwest corner of 29th Street North and 119th Street West (District V)

Address:		Reason(s) for Annexation:	
29.6	Area in Acres	X	Request
0	Existing population (est.)		Unilateral
0	Existing dwelling units		Island
0	Existing industrial/commercial units		Other:
Existing zoning:		"SF-20" Single Family Residential	



- WICHITA
- MAIZE
- SEDGWICK COUNTY
- A09_04



City of Wichita
Map Data Source:
City of Wichita
Sedgwick County
Prepared 2018

It is understood that while the City of Wichita Data Center Geographic Information System's Data is used, the City of Wichita and its personnel are not responsible for any errors or omissions, whether expressed or implied, with respect to the information in this report.

**City of Wichita
City Council Meeting
March 24, 2009**

TO: Wichita Airport Authority

SUBJECT: General Services Administration – U. S. Government Lease for Real Property
Terminal Building Office Space - Wichita Mid-Continent Airport

INITIATED BY: Department of Airports

AGENDA: Wichita Airport Authority (Consent)

Recommendation: Approve the lease and supplemental lease.

Background: On November 5, 2002, the Wichita Airport Authority approved a lease with General Services Administration (GSA) to lease 8,626 sq. ft. of space on the second floor of the Terminal Building to the Transportation Security Administration (TSA), for a three-year period with one two-year option. The term of the agreement, with the option, was for the period January 15, 2004 through January 14, 2009.

Analysis: The GSA is desirous of entering into a new lease for use of this space. The term requested is from January 15, 2009 through January 14, 2014, subject to termination and renewal rights, which include the opportunity for the GSA to cancel the lease any time after January 14, 2011, with a 90-day written notice to cancel. In that construction of the new terminal building is proposed prior to the end date of the agreement, the GSA is also submitting a supplemental lease agreement which gives the WAA the opportunity to cancel the lease after January 15, 2011, if the space currently occupied by the TSA is demolished in preparation for the new terminal building. If that transpires, the lease can be cancelled by the WAA with a 90-day written notice to the General Services Administration.

Financial Considerations: Rent for this space is \$368,800 per year over the term of the lease, which includes \$326,457.06 for office rental and \$42,342.94 for services which include janitorial, heating, electrical, plumbing and various other services provided by the Airport for the TSA. The rate for the services provided may be adjusted each year according to the annual change in the CPI.

Goal Impact: The Airport's contribution to the economic vitality of Wichita is promoted through facilitating leases which complement airport security; thereby making the airport more attractive to users of the airport, which, in turn, allows the airport to continue its operation on a self-sustaining basis.

Legal Considerations: The contract has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the Wichita Airport Authority approve the Lease and Supplemental Lease Agreement No. 1, and authorize necessary signatures.

Attachments: Lease and Supplemental Lease Agreement No. 1.

U.S. GOVERNMENT LEASE FOR REAL PROPERTY

DATE OF LEASE

LEASE NO.

GS-06P-80093

THIS LEASE, made and entered into this date by and between WICHITA AIRPORT AUTHORITY

whose address is 2173 Air Cargo Road
Wichita, KS 67209

and whose interest in the property hereinafter described is that of **OWNER**

hereinafter called the Lessor, and the **UNITED STATES OF AMERICA**, hereinafter called the Government:

WITNESSETH: The parties hereto for the considerations hereinafter mentioned, covenant and agree as follows:

1. The Lessor hereby leases to the Government the following described premises:

A total of 10,820 rentable square feet (RSF) of office and related space, which yields 8,626 ANSI/BOMA Office Area square feet (USF) on the second level of the Wichita Regional Airport in Wichita, KS to be used for such purposes as determined by the General Services Administration.

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning on or about January 15, 2009 through January 14, 2014 subject to termination and renewal rights as may be hereinafter set forth.
3. The Government shall pay the Lessor monthly in arrears in accordance with the following table:

Annualized			Total Monthly Rent
Shell	Cost of Services	Total Annual Rent	
\$ 326,457.06	\$ 42,342.94	\$ 368,800.00	\$ 30,733.33

Rent shall be adjusted in accordance with the provisions of the Solicitation For Offers and General Clauses. Rent for a lesser period shall be prorated. Rent checks shall be made payable to:

WICHITA AIRPORT AUTHORITY
2173 AIR CARGO ROAD
WICHITA, KS 67209

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE WICHITA AIRPORT AUTHORITY

NAME OF SIGNER

ADDRESS

IN THE PRESENCE OF (SIGNATURE)

NAME OF SIGNER

UNITED STATES OF AMERICA

SIGNATURE

NAME OF SIGNER

Matthew W. Helmering

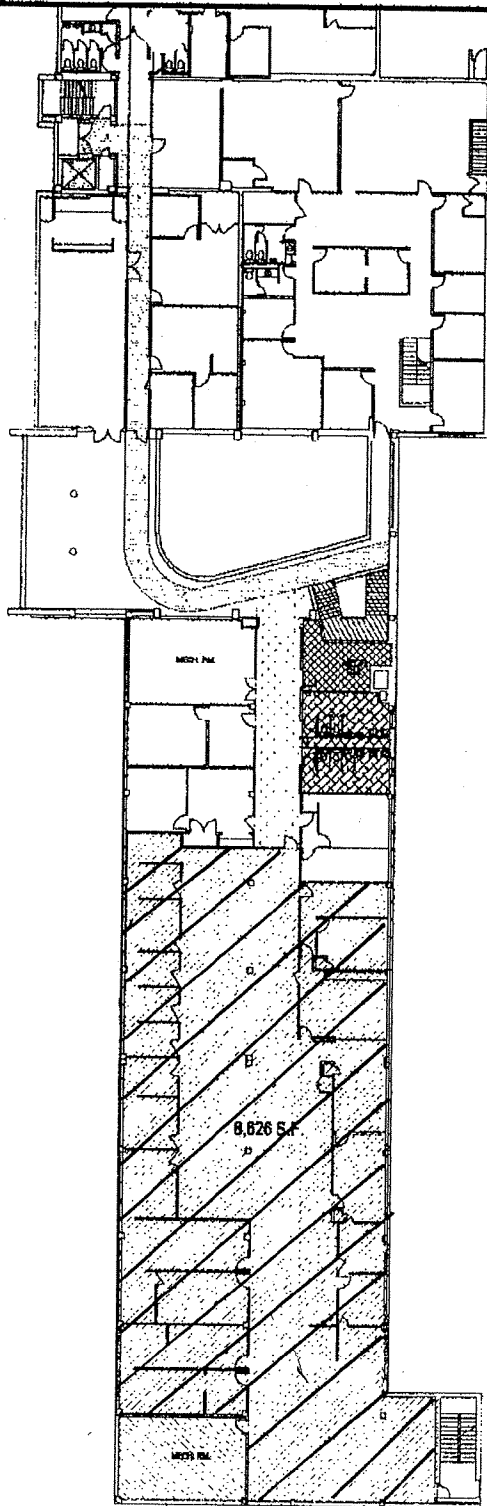
OFFICIAL TITLE OF SIGNER

Contracting Officer








4. The Government may terminate this lease in whole or in part at any time after the 2nd year by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.
5. The Lessor shall furnish to the Government, as part to the rental consideration, the following:
Those facilities, services, supplies, utilities, and maintenance in accordance with SFO 8KS2040 dated December 22, 2008.
6. The following are attached and made a part hereof:
 - A. Solicitation for Offers 8KS2040 dated December 22, 2008;
 - B. GSA Form 3517 entitled GENERAL CLAUSES (Rev. 11/05)
 - C. GSA Form 3518 entitled REPRESENTATIONS AND CERTIFICATIONS (Rev. 1/07)
 - D. Attachment A – TSA Office Area
7. In accordance with SFO paragraph 4.1, *Common Area Factor*, the common area factor is established as 1.25435 (10,820 RSF / 8,626 USF).
8. In accordance with SFO paragraph 4.2, *Operating Costs*, the escalation base is established as \$42,342.94 per annum.
9. The rate for overtime usage is established as \$0.00 per hour for the entire space or any portion thereof.
10. There is no tax adjustment to the Government due to the Wichita Airport Authority being exempt from taxes.
11. All information submitted by the Lessor during negotiations, including but not limited to plans renderings, specifications, etc. are incorporated by reference.
12. The Lessor hereby waives restoration as a result of all improvements.

LEASE NO. GS-06P 80093

INITIALS: _____ & _____
LESSOR GOV'T



LEGEND

-  8,826 S.F.
-  1,014 S.F.
-  625 S.F.
-  171 S.F.
-  226 S.F.
-  401 S.F.
-  550 S.F.

TOTAL = 11,613 S.F.

TSA OFFICE AREA

WICHITA MID-CONTINENT AIRPORT

WICHITA AIRPORT AUTHORITY

WICHITA, KANSAS

DATE	DR. BY	SCALE
9-16-02	O.L.	1"=40'

Initials: _____ and _____
Lessor Govt.

LEASE NO. GS-06P 80093

SOLICITATION FOR OFFERS

THE GENERAL SERVICES ADMINISTRATION

FOR

Transportation Security Administration

IN

Wichita, KS

NAME: Matthew W. Helmering

TITLE: Contracting Officer

NAME: Joseph Schurle

TITLE: Leasing Specialist

The information collection requirements contained in this Solicitation/Contract, that are not required by the regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

SFO NO. 8KS2040
12/22/2008

LEASE NO. GS-06P 80093

1

INITIALS: _____ & _____
LESSOR GOVT

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INITIALS: _____ & _____
LESSOR LESSOR GOV'T

1.0 SUMMARY

1.1 AMOUNT AND TYPE OF SPACE (AUG 2008)

- A. The General Services Administration (GSA) is interested in leasing approximately 10,820 rentable square feet of space. The rentable space shall yield a minimum of 8,620 ANSI/BOMA Office Area (ABOA) square feet to a maximum of 8,630 ANSI/BOMA Office Area square feet, available for use by tenant for personnel, furnishings, and equipment. Refer to the "Measurement of Space" paragraph in the UTILITIES, SERVICES AND LEASE ADMINISTRATION section of this Solicitation for Offers (SFO).
- B. The Government requires 0 reserved parking spaces.
- C. The offer shall 1) be for space located in a quality building of sound and substantial construction as described in this SFO, 2) have a potential for efficient layout, 3) be within the ABOA square footage range to be considered, and 4) be in compliance with all of the Government's minimum requirements set forth herein.
- D. The design of the space offered shall be conducive to efficient layout and good utilization as determined by the Government. To demonstrate potential for efficient layout, the Offeror may be requested to provide a test fit layout at the Offeror's expense when the space offered contains certain features like:
1. Narrow column spacing;
 2. Atriums, light wells, or other areas interrupting contiguous spaces;
 3. Extremely long, narrow runs of space;
 4. Irregular space configurations; or
 5. Other unusual building features.
 6. The Government will advise the Offeror if the test fit layout demonstrates that the Government's requirement cannot be accommodated within the space offered. The Offeror will have the option of increasing the ANSI/BOMA Office Area square footage offered, provided that it does not exceed the maximum ANSI/BOMA Office Area square footage in this SFO. If the Offeror is already providing the maximum ANSI/BOMA Office Area square footage and cannot house the Government's space requirements efficiently, then the Government will advise the Offeror that the offer is unacceptable.
- E. Unless otherwise noted, all references in this SFO to square feet shall mean ANSI/BOMA Office Area square feet (ABOA). The terms ANSI/BOMA Office Area (ABOA) and usable square feet (usf) are used interchangeably throughout this SFO and its attachments.

1.2 LEASE TERM (SEP 2000)

The lease term is for 5 years. GSA may terminate this lease in whole or in part after the 2nd year on 90 days' written notice to the Lessor. All the terms and conditions contained herein shall prevail throughout the term of the lease.

1.3 ACCESS AND APPURTENANT AREAS (AUG 2008)

The right to use appurtenant areas and facilities is included. The Government reserves the right to post Government rules and regulations where the Government leases space. See Security Requirements for additional information.

1.4 AREA OF CONSIDERATION (AUG 2008)

The offered space shall be located on airport property in Wichita, KS.

An award of contract will not be made for a property located within a base flood plain or wetland unless the Government has determined that there is no practicable alternative.

1.5 LOCATION: INSIDE OR OUTSIDE CITY CENTER (AUG 2008)

OUTSIDE OF CITY CENTER NEIGHBORHOOD:

1. *Facilities:* Space shall be located 1) in an office, research, technology, or business park that is modern in design with a campus-like atmosphere or 2) on an attractively-landscaped site containing one or more modern office buildings that are professional and prestigious in appearance with the surrounding development well-maintained and in consonance with a professional image.
2. *Parking:* The parking-to-square-foot ratio available on-site shall at least meet current local code requirements, or in the absence of a local code requirement, on-site parking shall be available at a ratio of 1 space for every 350 rentable square feet of Government-demised area.
3. *Location Amenities:* Adequate eating facilities shall be located within the immediate vicinity of the building, but generally not exceeding 2 blocks. Other employee services, such as retail shops, cleaners, banks, etc., shall be located within the immediate vicinity of the building, but generally not exceeding 12 blocks.

1.6 OCCUPANCY DATE (AUG 2008)
Occupancy is required January 15, 2009

1.7 NEGOTIATIONS (MAY 2005)

- A. Negotiations will be conducted on behalf of the Government by the GSA Contracting Officer (or the GSA Contracting Officer's designated representative). The Contracting Officer is named on the cover of this SFO. GSA will negotiate the rental price for the initial term, and any other aspect of the offer as deemed necessary.
- B. The Offeror shall not enter into negotiations concerning the space leased or to be leased with representatives of federal agencies other than the Contracting Officer or designee.
- C. The Contracting Officer or their designated representative will conduct oral or written negotiations with. A competitive range will be established by the Contracting Officer on the basis of cost or price and other factors (if any) that are stated in this SFO and will include all of the most highly rated proposals, unless the range is further reduced for purposes of efficiency.
- D. The Offeror will be provided a reasonable opportunity to submit any cost or price, technical, or other revisions to their offer that may result from the negotiations.

1.8 BUILDING SHELL REQUIREMENTS (AUG 2008)

The Lessor's obligations in providing a building shell shall include the following as part of the Lessor's shell rent: All items identified in this solicitation as "building shell" are to be provided, installed, maintained, repaired, and/or replaced as part of the Lessor's shell rent.

- 1. Base structure and building enclosure components shall be complete. All common areas accessible by the Government, such as lobbies, fire egress corridors and stairwells, elevators, garages, and services areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC), electrical, ceilings, sprinklers, etc., shall be furnished, installed, and coordinated with Tenant Improvements. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single tenant floors, only the fire egress corridor necessary to meet code is provided as part of the shell.
- 2. *Accessibility Requirements.* Accessibility to persons with disabilities shall be required throughout the common areas accessible to Government tenants in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10) and shall be installed and coordinated with Tenant Improvements. To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent standard shall apply.
- 3. *Ceilings.* A complete acoustical ceiling system (which includes grid and lay-in tiles or other building standard ceiling system as approved by the Contracting Officer) throughout the Government-demised area and all common areas accessible to Government tenants shall be required in accordance with the "Ceilings" paragraph elsewhere in this SFO. The acoustical ceiling system shall be furnished, installed, and coordinated with Tenant Improvements.
- 4. *Doors.* Exterior building doors and doors necessary to the lobbies, common areas, and core areas shall be required. This does not include suite entry or interior doors specific to Tenant Improvements. Related hardware shall be installed in accordance with the "Doors: Hardware" paragraph and the "Doors: Exterior" paragraph elsewhere in this SFO.
- 5. *Partitions.* Permanent, perimeter, and demising slab-to-slab partitions (including all columns) finished with paint and base shall be required in accordance with the "Partitions: General" paragraph and the "Partitions: Permanent" paragraph elsewhere in this SFO.
- 6. *Flooring.* All building common areas shall have finished floors in accordance with the "Floor Covering and Perimeters" paragraph elsewhere in this SFO.
- 7. *Plumbing.* The Offeror shall include cost of plumbing in common areas, such as for toilet rooms and janitor closets as part of the building shell cost. Hot and cold water risers and domestic waste and vent risers, installed and ready for connections that are required for Tenant Improvements, shall be included in the shell rent.
- 8. *HVAC.* Central HVAC systems shall be installed and operational, including, as appropriate, main and branch lines, VAV boxes, dampers, flex ducts, and diffusers, for an open office layout, including all building common areas. Conditioned air through medium pressure duct work at a rate of .75 cubic feet per minute per ANSI/BOMA Office Area square foot shall be provided.
- 9. *Electrical.* Electrical power distribution panels and circuit breakers shall be available in an electrical closet, with capacity at 277/480 volt (V) and 120/208 V, 3-phase, 4-wire system providing 7 watts (W) per ANSI/BOMA Office Area square foot.
- 10. *Lighting.* Parabolic type 2'-0" wide x 4'-0" long fluorescent lighting fixtures (or other building standard fixtures approved by the GSA Contracting Officer) shall be installed in the ceiling grid for an open office plan at the rate of 1 fixture per 80 ANSI/BOMA Office Area square feet. Lighting as necessary shall be provided in all building common areas in accordance with the "Lighting: Interior and Parking" paragraph elsewhere in this SFO.

11. *Safety and Environmental Management.* Complete safety and environmental management shall be provided throughout the building in accordance with federal, state, and local codes and laws including, but not limited to, such items as fire detection and alarms, emergency building power for life safety systems, etc., and shall be in accordance with ABAAS. Where sprinklers are required in the Government-demised area, sprinkler mains and distribution piping in a "protection" layout (open plan) with heads turned down with an escutcheon or trim plate shall be provided.
12. *Telephone Rooms.* Building telecommunication rooms on each floor shall be completed, operational, and ready for Tenant Improvements. The telephone closets shall include a telephone backboard.
13. *Demolition.* The Offeror shall remove existing abandoned electric, telephone and data cabling and devices as well as any other improvements or fixtures in place to accommodate the Government's design intent drawings. Any demolition of existing improvements that is necessary to satisfy the Government's layout shall be done at the Lessor's expense. Any demolition shall be completed in accordance with all applicable laws.
14. All of the above improvements are described in more detail hereinafter in this solicitation.
15. Unless an item is specifically labeled as Tenant Improvement (TI), it shall be considered a shell item.

2.0 HOW TO OFFER AND SUBMITTAL REQUIREMENTS

2.1 OFFER DUE DATE (AUG 2008)

Offers shall remain open until lease award.

2.2 OFFER PROCEDURES (AUG 2008)

A. A copy of the offer, including all required documents, shall be simultaneously sent to the Realty Specialist named at the following address.

Joseph Schurle, Leasing Specialist
General Services Administration
1500 E. Bannister Rd., 6PRW
Kansas City, MO 64131

B. REQUIRED DOCUMENTS:

1. Documentation of ownership or control of the property and evidence of signature authority of the party(ies) who will sign any lease documents. If claiming an historic preference in accordance with the Historic Preference paragraph above (GSAR 552.270-2, SEP 2004), Offeror must submit one of the following as documentation that the property is historic or the site of the offered property is within a historic district: a letter from the National Park Service stating that the property is listed in the National Register of Historic Places or eligible for listing, with a date of the listing/decision; a letter from the State Historic Preservation Office stating that the property is listed in the National Register of Historic Places, or on a statewide register, or eligible for inclusion, with a date of the listing/decision; or, the National Register of Historic Places Identification Number and date of listing available from the National Register of Historic Places Database found at www.nps.gov/nr.
2. If there is a potential for conflict of interest because of a single agent representing multiple owners, present evidence that the agent disclosed the multiple representation to each entity and has authorization from each ownership entity offering in response to this SFO. Owners and agents in conflicting interest situations are advised to exercise due diligence with regard to ethics, independent pricing, and Government procurement integrity requirements. In such cases, the Government reserves the right to negotiate with the owner directly.
3. Refer to GSA Form 3516, Solicitation Provisions, for additional instructions. If additional information is needed, the Contracting Officer (or the Contracting Officer's authorized representative) should be contacted.
4. There will be no public opening of offers, and all offers will be confidential until the lease has been awarded. However, the Government may release proposals outside the Government such as to support contractors to assist in the evaluation of offers. Such Government contractors shall be required to protect the data from unauthorized disclosure. The Offeror who desires to maximize the protection of information in the offer may apply the restriction notice to the offer as described in GSA Form 3516, Solicitation Provisions, 552.270-1, subparagraph (d), Restriction on Disclosure and Use of Data.

2.3 GSA FORMS AND PRICING INFORMATION (AUG 2008)

At the time of submission of offers, the Offeror shall submit to the Contracting Officer:

1. A signed statement that the Offeror has read the SFO, General Clauses, and all its attachments in their entirety, and no deviations are being requested.
2. GSA Form 1364, Proposal to Lease Space. Complete both pages of the 1364, including, but not limited to:
 - a. An hourly overtime rate for overtime use of heating and cooling. Refer to the "Overtime Usage" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO. If proposed rate is different than recommended by an independent Government estimate, the Offeror may be required to submit worksheets justifying overtime energy usage and rates.
 - b. Adjustment for Vacant Premises. Refer to the "Adjustment for Vacant Premises" paragraph in the UTILITIES, SERVICES, AND LEASE ADMINISTRATION section of this SFO.
 - c. A total lease rate per square foot, clearly itemizing both the total building shell rental, and Tenant Improvement rate, Specific Amortized Security rate, Operating Costs, Building, and Parking (itemizing all costs of parking above base local code requirements, or otherwise already included in shell rent). It is the intent of the Government to lease a building shell with a Tenant Improvements Allowance. All improvements in the base building, lobbies, common areas, and core areas shall be provided by the Lessor, at the Lessor's expense. This building shell rental rate shall include, but not limited to, property financing (exclusive of Tenant Improvements), insurance, taxes, management, profit, etc., for the building. The building shell rental rate shall also include all basic building systems and common area buildout, including base building lobbies, common areas, core areas, etc., exclusive of the ANSI/BOMA Office Area space offered as required in this SFO.
 - d. The annual cost (per usable and rentable square foot) for the cost of services and utilities. This equals line 27 of GSA Form 1217, Lessor's Annual Cost Statement, divided by the building size (shown on the top of both GSA Form 1364, Proposal to Lease Space, and Form 1217) for usable and rentable square feet respectively.

- e. The annual amortized cost of the Building Specific Amortized Security, if any. Such amortization shall be expressed as a cost per ABOA and rentable square foot per year. Refer to the Lease Security Standards section of this SFO and the Building Security Unit Cost List.
 - f. A fully-serviced lease rate per usable and rentable square foot as a summation of the amounts broken out in the subparagraphs 3, 4, 5, and 6 for the lease.
 - g. A fully-serviced lease rate per ABOA and rentable square foot for that portion of the lease term extending beyond the firm term. The rate proposed for this portion of the term shall not reflect any Tenant Improvements as they will have been fully amortized over the firm term.
 - h. Indicate any rent concessions being offered either on the GSA Form 1364 or in separate correspondence.
3. GSA Form 1217, Lessor's Annual Cost Statement. Column A of the GSA Form 1217, Line 31(a) will be used to reflect any agreement between LESSOR AND the Lessor Representative agent(s), broker(s), property manager, developer, employee, or any other agent or representative (expressed in either % or \$) and Line 31(b) will reflect the agreement between Lessor and the GSA Tenant Representative broker (expressed in either % or \$).
 4. Unit Price List. Refer to the "Unit Costs for Adjustment" paragraph in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO.
 5. Building Security Unit Price List (enclosed).
 6. GSA Form 3518, Representations and Certifications. This must be completed and signed by the Owner, not a representative.
 7. Any Brokerage Commission Agreement between GSA's Tenant Representative and the Lessor for commissions identified in the GSA form 1217 (July 1994).

2.4 BUILDING AND SITE INFORMATION SUBMITTALS (AUG 2008)

A. AT THE TIME OF INITIAL SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. A completed GSA Form 12000 or GSA Form 12001, Prelease Fire Protection and Life Safety Survey Evaluation
2. Seismic Safety Certification in accordance with the "Seismic Safety" paragraph of the AWARD FACTORS AND PRICE EVALUATION section of this SFO (for new construction, this is required upon substantial completion of space, in accordance with the "Seismic Safety for New Construction" paragraph located in the DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES section of this SFO).
3. Pre-lease Building Security Plan.
4. Tax Information: Provide the legal description of the property and tax ID number associated with the property, copies of prior year tax notices and prior year tax bills, as well as any other information (such as a fact sheet, 5" wide x 3" high or larger color photograph, site plan, location map, and tax parcel map) in case of multiple tax parcels for an offered building, and any other information that may affect the assessed value,, in order for the Government to perform a complete and adequate analysis of the offered property. The Offeror is to provide a detailed overview and documentation of any tax abatements on the property as outlined in "Tax Adjustment" paragraph of the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO.
5. A plan and short narrative as necessary to explain how the Offeror will meet the parking requirements found in the SUMMARY section of this SFO.
6. If the offered building is not a modern office building as described in the "Quality and Appearance of Building" paragraph in the SUMMARY section of this SFO, provide the architectural plans for modernization.
7. If the offered building contains asbestos-containing materials, provide an asbestos-related management plan as described in the "Asbestos" paragraph in the FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES section of this SFO.
8. Plans for Space Offered.
 - a. First generation plans of the entire floor or floors for which space is being offered, including a plan of the floor of exit discharge, scaled at 1/8" = 1'-0" (preferred) or of the offered building(s) must be provided. All plans submitted for consideration shall include the locations of all exit stairs, elevators, and the space(s) being offered to the Government. In addition, where building exit stairs are interrupted or discontinued before the level of exit discharge, additional floor plans for the level(s) where exit stairs are interrupted or discontinued must also be provided. All plans submitted for consideration shall have been generated by a Computer Aided Design (CAD) program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. Plans shall include a proposed corridor pattern for typical floors and/or partial floors. The CAD file showing the offered space should show the Poly-Line utilized to determine the square footage on a separate and unique layer. All submissions shall be accompanied with a written matrix indicating the layering standard to verify that all information is recoverable. All architectural features of the space shall be accurately shown.

- b. Photostatic copies are not acceptable. All architectural features of the space shall be accurately shown. If conversion or renovation of the building is planned, alterations to meet this SFO shall be indicated. If requested by the Contracting Officer or authorized representative, more informative plans shall be provided within 30 days.
 - c. Plans shall reflect corridors in place or the proposed corridor pattern for both a typical full (single-tenant) floor and/or partial (multi-tenant) floor. The corridors in place or proposed corridors shall meet local code requirements for issuance of occupancy permits. If the offered space is above the first floor (or floor exiting at grade), provide plans for the first floor (or floor at grade) also.
 - d. GSA will review all plans submitted to determine if an acceptable level of safety is provided. In addition, GSA will review the common corridors in place and/or proposed corridor pattern to determine whether these achieve an acceptable level of safety as well as to verify that the corridors provide public access to all essential building elements. The Offeror will be advised of any adjustments that are required to the corridors for the purpose of determining the ANSI/BOMA Office Area space. The required corridors may or may not be defined by ceiling-high partitions. Actual corridors in the approved layout for the successful Offeror's space may differ from the corridors used in determining the ANSI/BOMA Office Area square footage for the lease award. Additional egress corridors required by the tenant agency's design intent drawings will not be deducted from the ANSI/BOMA Office Area square footage that the most efficient corridor pattern would have yielded.
9. Provide a scaled map showing the location of the offered building and restaurants and other amenities as stated in the "Location" paragraph of this SFO. Provide a numbered key identifying the restaurants and businesses serving the area. Show all public transit stop locations.

B. AFTER AWARD:

1. In accordance with the "Services, Utilities, Maintenance: General" paragraph in the Summary section of this SFO, provide the name and contact information for the onsite or locally designated representative.
2. In accordance with the "Schedule of Periodic Services" paragraph in the UTILITIES, SERVICES, and LEASE ADMINISTRATION section of this SFO, provide the schedule of periodic services for other than daily, weekly or monthly services.

2.5 EVIDENCE OF CAPABILITY TO PERFORM (AUG 2008)

A. AT THE TIME OF SUBMISSION OF OFFERS, THE OFFEROR SHALL SUBMIT TO THE CONTRACTING OFFICER:

1. Satisfactory evidence of at least a conditional commitment of funds in an amount necessary to prepare the space. Such commitments shall be signed by an authorized bank officer, or other legally authorized financing official, and at a minimum shall state: amount of loan, term in years, annual percentage rate, and length of loan commitment.
2. Compliance with local zoning laws, including evidence of variances, if any, approved by the proper local authority.
3. Evidence of ownership or control of site.

B. AFTER AWARD:

Within 30 days after lease award, the Lessor shall provide to the Contracting Officer evidence of:

1. A firm commitment of funds in an amount sufficient to perform the work.
2. The name of three proposed construction contractors, as well as evidence of the contractors' experience, competency, and performance capabilities with construction similar in scope to that which is required herein.
3. The license or certification to practice in the state where the facility is located from the individual(s) and/or firm(s) providing architectural and engineering design services.

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3.0 AWARD FACTORS AND PRICE EVALUATION

3.1 AWARD BASED ON PRICE (SEP 2000)

The lease will be awarded to the responsible Offeror whose offer conforms to the requirements of this SFO and is the lowest priced offer submitted. Refer to the "Price Evaluation" paragraph in the SUMMARY section of this SFO.

3.2 PRICE EVALUATION (PRESENT VALUE) (AUG 2008)

- A. If annual CPI adjustments in operating expenses are included, the Offeror shall be required to submit the offer with the total "gross" annual price per rentable square foot and a breakout of the "base" price per rentable square foot for services and utilities (operating expenses) to be provided by the Lessor. The "gross" price shall include the "base" price. The base price per ANSI/BOMA Office Area square foot from which adjustments are made will be the base price for the term of the lease, including any option periods.
- B. The Offeror must submit plans and any other information to demonstrate that the rentable space yields ANSI/BOMA Office Area space within the required ANSI/BOMA Office Area range. The Government will verify the amount of ANSI/BOMA Office Area square footage and will convert the rentable prices offered to ANSI/BOMA Office Area prices, which will subsequently be used in the price evaluation.
- C. Evaluation of offered prices will be on the basis of the annual price per ANSI/BOMA Office Area square foot, including any option periods. The Government will perform present value price evaluation by reducing the prices per ANSI/BOMA Office Area square foot to a composite annual ANSI/BOMA Office Area square foot price, as follows:
1. Parking and wareyard areas will be excluded from the total square footage but not from the price. For different types of space, the gross annual per square foot price will be determined by dividing the total annual rental by the total square footage minus these areas.
 2. Free rent will be evaluated in the year in which it is offered. The gross annual per square foot price is adjusted to reflect free rent.
 3. Prior to the discounting procedure below, the total dollar amount of the Commission Credit (if applicable) will be subtracted from the first year's gross annual rent (unless the provision of free rent causes the credit to apply against rent beyond the first year's term, in which case the Commission Credit will be allocated proportionately against the appropriate year's gross rent).
 4. Also as stated in the "Broker Commission and Commission Credit" paragraph, the amount of any commission paid to GSA's Broker will not be considered separately as part of this price evaluation since the value of the commission is subsumed in the gross rent rate.
 5. If annual adjustments in operating expenses will not be made, the gross annual per square foot price, minus the Commission Credit (if applicable), will be discounted annually at 5 percent to yield a gross present value cost (PVC) per square foot.
 6. If annual adjustments in operating expenses will be made, the annual per square foot price, minus the Commission Credit (if applicable) and the base cost of operating expenses, will be discounted annually at 5 percent to yield a net PVC per square foot. The operating expenses will be both escalated at 2.5 percent compounded annually and discounted annually at 5 percent, then added to the net PVC to yield the gross PVC.
 7. To the gross PVC will be added:
 - a. The cost of Government-provided services not included in the rental escalated at 2.5 percent compounded annually and discounted annually at 5 percent.
 - b. The annualized (over the full term) per ANSI/BOMA Office Area square foot cost of any items, which are to be reimbursed in a lump sum payment. (The cost of these items is present value; therefore, it will not be discounted.)
 - c. The cost of relocation of furniture, telecommunications, replications costs, and other move-related costs, if applicable.
 8. The sum of either subparagraphs 5 and 7 or subparagraphs 6 and 7 will be the ANSI/BOMA Office Area per square foot present value of the offer for price evaluation purposes.

3.3 AWARD (AUG 2008)

- A. After conclusion of negotiations, the Successful Offeror and the GSA Contracting Officer will execute a lease prepared by GSA, which incorporates the agreement of the parties. The lease shall consist of the following:
1. U.S. Government Lease for Real Property (SF2),
 2. General Clauses,

3. Representations and Certifications
 4. The pertinent provisions of the offer, and
 5. The pertinent provisions of the SFO,
 6. Floor plans of the offered space.
- B. The acceptance of the offer and award of the lease by the Government occurs upon execution of the lease by the Contracting Officer and mailing or otherwise furnishing written notification of the executed lease to the successful Offeror.

4.0 UTILITIES, SERVICES, AND LEASE ADMINISTRATION

4.1 MEASUREMENT OF SPACE (AUG 2008)

A. ANSI/BOMA OFFICE AREA SQUARE FEET:

1. For the purposes of this solicitation, the Government recognizes the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) international standard (Z65.1-1996) definition for Office Area, which means "the area where a tenant normally houses personnel and/or furniture, for which a measurement is to be computed."
2. ANSI/BOMA Office Area (ABOA) square feet shall be computed by measuring the area enclosed by the finished surface of the room side of corridors (corridors in place as well as those required by local codes and ordinances to provide an acceptable level of safety and/or to provide access to essential building elements) and other permanent walls, the dominant portion (refer to Z65.1) of building exterior walls, and the center of tenant-separating partitions. Where alcoves, recessed entrances, or similar deviations from the corridor are present, ABOA square feet shall be computed as if the deviation were not present.
3. ABOA square feet and usable square feet (USF) may be used interchangeably throughout the lease documents.

B. RENTABLE SPACE:

Rentable space is the area for which a tenant is charged rent. It is determined by the building owner and may vary by city or by building within the same city. The rentable space may include a share of building support/common areas such as elevator lobbies, building corridors, and floor service areas. Floor service areas typically include restrooms, janitor rooms, telephone closets, electrical closets, and mechanical rooms. The rentable space does not include vertical building penetrations and their enclosing walls, such as stairs, elevator shafts, and vertical ducts.

C. COMMON AREA FACTOR:

If applicable, the Offeror shall provide the Common Area Factor (a conversion factor(s) determined by the building owner and applied by the owner to the ANSI/BOMA Office Area square feet to determine the rentable square feet for the offered space).

4.2 OPERATING COSTS (AUG 2008)

The base for the operating costs adjustment will be established during negotiations based upon ANSI/BOMA Office Area square feet.

1. Beginning with the second year of the lease and each year thereafter, the Government shall pay annual incremental adjusted rent for changes in costs for cleaning services, supplies, materials, maintenance, trash removal, landscaping, water, sewer charges, heating, electricity, and certain administrative expenses attributable to occupancy. Applicable costs listed on GSA Form 1217, Lessor's Annual Cost Statement, when negotiated and agreed upon, will be used to determine the base rate for operating costs adjustment.
2. The amount of adjustment will be determined by multiplying the base rate by the annual percent of change in the Cost of Living Index. The percent change will be computed by comparing the index figure published for the month prior to the lease commencement date with the index figure published for the month prior which begins each successive 12-month period. For example, a lease which commences in June of 2005 would use the index published for May of 2005, and that figure would be compared with the index published for May of 2006, May of 2007, and so on, to determine the percent change. The Cost of Living Index will be measured by the Department of Labor revised Consumer Price Index for urban wage earners and clerical workers, U.S. city average, all items figure, (1982 to 1984 = 100) published by the Bureau of Labor Statistics. Payment will be made with the monthly installment of fixed rent. Rental adjustments will be effective on the anniversary date of the lease; however payment of the adjusted rental rate will become due on the first workday of the second month following the publication of the Cost of Living Index for the month prior to the commencement of each 12-month period.
3. In the event of any decreases in the Cost of Living Index occurring during the term of the occupancy under the lease, the rental amount will be reduced accordingly. The amount of such reductions will be determined in the same manner as increases in rent provided under this paragraph.
4. The offer shall clearly state whether the rental is firm throughout the term of the lease or if it is subject to annual adjustment of operating costs as indicated above. If operating costs will be subject to adjustment, those costs shall be specified on GSA Form 1364, Proposal to Lease Space, referenced in this solicitation.

4.3 ADJUSTMENT FOR VACANT PREMISES, GSAR 552.270-16 (VARIATION) (DEC 2005)

- A. If the Government fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the term of the lease, the rental rate (i.e., the base for operating cost adjustments) will be reduced.
- B. The rate will be reduced by that portion of the costs per ANSI/BOMA Office Area square foot of operating expenses not required to maintain the space. This rate will be negotiated and incorporated into the lease. Said reduction shall occur after the Government gives 30 calendar days' prior notice to the Lessor and shall continue in effect until the Government occupies the vacant premises or the lease expires or is terminated.

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4.4 NORMAL HOURS

Services, utilities, and maintenance shall be provided daily, extending 7:00 a.m. to 6:00 p.m. except Saturdays, Sundays, and federal holidays.

4.5 UTILITIES (AUG 2008)

The Lessor is responsible for providing all utilities necessary for base building and tenant operations and all associated costs are included as a part of the established rental rates.

4.6 JANITORIAL SERVICES (AUG 2008)

A. Cleaning shall be performed after tenant working hours unless daytime cleaning is specified as a special requirement elsewhere in this SFO.

B. SELECTION OF CLEANING PRODUCTS:

The Lessor shall make careful selection of janitorial cleaning products and equipment to:

1. use products that are packaged ecologically;
2. use products and equipment considered environmentally beneficial and/or recycled products that are phosphate-free, non-corrosive, non-flammable, and fully biodegradable; and
3. minimize the use of harsh chemicals and the release of irritating fumes.
4. Examples of acceptable products may be found www.gsa.gov/p2products.

C. SELECTION OF PAPER PRODUCTS:

The Lessor shall select paper and paper products (i.e., bathroom tissue and paper towels) with recycled content conforming to EPA's CPG.

D. The Lessor shall maintain the leased premises, including outside areas, in a clean condition and shall provide supplies and equipment for the term of the lease. The following schedule describes the level of services intended. Performance will be based on the Contracting Officer's evaluation of results, not the frequency or method of performance.

1. *Daily.* Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep and damp mop or scrub toilet rooms. Clean all toilet fixtures, and replenish toilet supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Government-demised area.
2. *Three Times a Week.* Sweep or vacuum stairs.
3. *Weekly.* Damp mop and spray buff all resilient floors in toilets and health units. Sweep sidewalks, parking areas, and driveways (weather permitting).
4. *Every Two Weeks.* Spray buff resilient floors in secondary corridors, entrance, and lobbies. Damp mop and spray buff hard and resilient floors in office space.
5. *Monthly.* Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces within 70 inches of the floor.
6. *Every Two Months.* Damp wipe toilet wastepaper receptacles, stall partitions, doors, window sills, and frames. Shampoo entrance and elevator carpets.
7. *Three Times a Year.* Dust wall surfaces within 70 inches of the floor, vertical surfaces and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages.
8. *Twice a Year.* Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in toilets. Strip and refinish main corridors and other heavy traffic areas.
9. *Annually.* Wash all venetian blinds, and dust 6 months from washing. Vacuum or dust all surfaces in the building of 70 inches from the floor, including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors and lobbies. Clean balconies, ledges, courts, areaways, and flat roofs.
10. *Every Two Years.* Shampoo carpets in all offices and other non-public areas.
11. *Every Five Years.* Dry clean or wash (as appropriate) all draperies.
12. *As Required.* The Lessor shall clear snow and ice before the normal building operating hours to prevent a slip hazard. Chemicals and sand shall be used to reduce safety hazards due to ice and snow. The Lessor shall ensure there is an

adequate supply of chemicals and sand on site or readily available to cover unexpected snow and ice occurrences. When snow is piled on site, the Lessor will ensure the contractor puts the snow in an area that will not hinder operations.

The Lessor shall properly maintain plants and lawns. Provide initial supply, installation, and replacement of light bulbs, tubes, ballasts, and starters. Replace worn floor coverings (this includes the moving and returning of furnishings). Provide and empty exterior ash cans and clean area of any discarded cigarette butts.

13. Control pests as appropriate, using Integrated Pest Management techniques, as specified in the GSA Environmental Management Integrated Pest Management Technique Guide (E402-1001).

4.7 SCHEDULE OF PERIODIC SERVICES (DEC 2005)

Within 60 days after occupancy by the Government, the Lessor shall provide to the Contracting Officer with a detailed written schedule of all periodic services and maintenance to be performed other than daily, weekly, or monthly.

4.8 LANDSCAPE MAINTENANCE (AUG 2008)

A. Landscape maintenance shall be performed during the growing season at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. In addition, dead, dying, or damaged plants shall be replaced.

B. See additional information in the "Landscaping" paragraph in the GENERAL ARCHITECTURE section of this solicitation.

4.9 MAINTENANCE AND TESTING OF SYSTEMS (AUG 2008)

A. The Lessor is responsible for the total maintenance and repair of the leased premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy-efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate. Copies of all records in this regard shall be forwarded to the GSA Field Office Manager or a designated representative.

B. Without any additional charge, the Government reserves the right to require documentation of proper operations or testing prior to occupancy of such systems as fire alarm, sprinkler, standpipes, fire pumps, emergency lighting, illuminated exit signs, emergency generator, etc. to ensure proper operation. These tests shall be witnessed by a designated representative of the Contracting Officer.

4.10 NOVATION AND CHANGE OF NAME (AUG 2008)

A. In the event of a transfer of ownership of the lease premises, an assignment of lease or a change in the Lessor's legal name, the Lessor must comply with the requirements of Subpart 42.12 of the Federal Acquisition Regulations (FAR).

B. The Government and the Lessor may execute a Change of Name Agreement where only a change of the Lessor's name is involved and the Government's and the Lessor's rights and obligations remain unaffected. A sample form is found at FAR 42.1205

C. The Government, the Lessor and the successor in interest may execute a Novation Agreement when the Lessor's rights or obligations under the lease are legally transferred.

D. In addition to all documents required by Far 42.1204, the Contracting Officer may request additional information (i.e., copy of the deed, bill of sale, certificate of merger, contract, court decree, articles of incorporation, operation agreement, partnership certificate of good standing, etc.) from the transferor or transferee to validate the proposed changes.

E. The transferee must submit a new GSA Form 3518, Representations and Certifications.

F. Any separate agreement between the transferor and transferee regarding the assumption of liabilities shall be referenced specifically in the Novation Agreement.

G. When it is in the best interest of the Government not to concur in the transfer of a contract from one entity to another, the original contractor remains under contractual obligation to the Government. The applicability of novation agreements is detailed at FAR 42.1204.

H. When executed on behalf of the Government, a Novation Agreement will be made part of the lease via Supplemental Lease Agreement.

I. In the event of a change in ownership, rent will continue to be paid to the prior Lessor until the Supplemental Lease Agreement is executed by the Government. New Lessors must comply with all provisions of this Lease, including but not limited to, Central Contractor Registration and the provision of all information required by the Contracting Officer.

J. Notwithstanding anything to the contrary in this Lease, the Government has no obligation to recognize a change of ownership or interest until (1) the payment of rent has commenced; and (2) any amounts due and owing to the Government hereunder have been paid in full or completely set off against this Lease.

4.11 CENTRAL CONTRACTOR REGISTRATION (AUG 2008)

The Offeror must have an active registration in the Central Contractor Registration (CCR) System (via the Internet at <http://www.ccr.gov>) prior to lease award and throughout the life of the lease. To remain active, the Offeror/Lessor is required to update or renew its registration annually. The Government will not process rent payments to Lessors without an active CCR Registration. No change of ownership of the leased premises will be recognized by the Government until the new owner registers in the CCR system.

5.0 DESIGN, CONSTRUCTION, AND OTHER POST AWARD ACTIVITIES

5.1 **SECURITY: ADDITIONAL REQUIREMENTS FOR SENSITIVE BUT UNCLASSIFIED INFORMATION (AUG 2008)**

- A. The Public Building Service (PBS) of the GSA has set forth policy on the dissemination of sensitive but unclassified (SBU) paper and electronic building information for GSA's controlled space, including owned, leased, and delegated federal facilities. The PBS Order number is PBS 3490.1 and it is dated March 8, 2002. A major goal of GSA and the Federal Government is the safety and security of people and facilities under the charge and control of GSA. The order outlines the PBS security procedures needed to reduce the risk that building information will be used for dangerous or illegal purposes. GSA Associates and GSA contractors handling the SBU documents shall use reasonable care for dissemination of information. It is the responsibility of the person or firm disseminating the information to confirm the recipient is an authorized user and to keep logs of recipients.
- B. For the length of the contract or project, each contractor, subcontractor, supplier, or design consultant shall appoint a point of contact to be responsible for the security of SBU documents and to complete the Form B.
- C. During the lease build out and the remaining term of the lease, the Lessor shall obtain a Form B from all subcontractors and suppliers to whom they will be releasing any SBU documentation that have not previously completed Form B. They shall obtain the Form and immediately forward to GSA. Requests for SBU information from GSA client agencies shall be referred to the GSA Contracting Officer.
- D. When the Lessor has completed build-out for a lease, the contractor shall provide a written statement on behalf of the firm and all subcontractors and suppliers that the contractor and all subcontractors and suppliers have properly disposed of the Sensitive But Unclassified building documents. Documents no longer needed shall be destroyed. Destruction shall be done by either burning or shredding hard copy and/or physically destroying CD's, deleting and removing files from electronic recycling bins, and removing material from computer hard drives using a permanent erase utility or similar software.
- E. Failure by the Lessor to provide these statements in a reasonable timeframe may result in suspension of rental payments.

5.2 **SUBSEQUENT TENANT ALTERATIONS \$100,000 OR LESS (AUG 2008)**

- A. The Lessor may be requested to provide alterations during the term of the lease. Alterations will be ordered by issuance of GSA Form 276, Supplemental Lease Agreement, GSA Form 300, Order for Supplies or Services, or a Tenant Agency-approved form when specifically authorized to do so by the Contracting Officer. The two clauses from GSA Form 3517, General Clauses, 552.232-75, *Prompt Payment*, and 552.232-70, *Invoice Requirements (Variation)*, apply to orders for alterations. All orders are subject to the terms and conditions of this lease.
- B. Orders for Tenant Improvement \$100,000 or less may be placed by the Contracting Officer or GSA Buildings Manager. Tenant Agency officials may place orders for Tenant Improvements \$100,000 or less when specifically authorized to do so by the Contracting Officer. The Contracting Officer will provide the Lessor with a list of Tenant Agency officials authorized to place orders and will specify any limitations on the authority delegated to Tenant Agency officials. The Tenant Agency officials are not authorized to deal with the Lessor on any other matters.
- C. Payments for alterations ordered by the Tenant Agency under the authorization described in paragraph B above, will be made directly by the Tenant Agency placing the order.

5.3 **WORK PERFORMANCE (SEP 2000)**

All work in performance of this lease shall be done by skilled workers or mechanics and shall be acceptable to the Contracting Officer. The Contracting Officer retains the right to reject the Lessor's workers 1) if such are either unlicensed, unskilled, or otherwise incompetent, or 2) if such have demonstrated a history of either untimely or otherwise unacceptable performance in connection with work carried out in conjunction with either this contract or other Government or private contracts.

5.4 **RESPONSIBILITY OF THE LESSOR AND LESSOR'S ARCHITECT/ENGINEER (AUG 2008)**

- A. The Lessor shall be responsible for the professional quality, technical accuracy, and the coordination of all designs, drawings, specifications, and other services furnished by the Lessor under this contract. The Lessor shall, without additional compensation, correct or revise any errors or deficiencies in its designs, drawings, specifications or other services.
- B. **THE LESSOR REMAINS SOLELY RESPONSIBLE FOR DESIGNING, CONSTRUCTING, OPERATING, AND MAINTAINING THE LEASED PREMISES IN FULL ACCORDANCE WITH THE REQUIREMENTS OF THE LEASE.** The Government retains the right to review and approve many aspects of the Lessor's design, including without limitation, review of the Lessor's design and construction drawings, shop drawings, product data, finish samples, and completed Base Building and Tenant Improvement construction. The Government shall work closely with the Lessor, in an integrated manner, to identify potential design flaws, to minimize costly misdirection of effort, and to assist the Lessor in its effort to monitor whether such design and construction comply with applicable laws and satisfy all Lease requirements.
- C. Neither the Government's review, approval or acceptance of, nor payment through rent of the services required under this contract, shall be construed to operate as a waiver of any rights under this contract or of any cause of action arising out of the performance of this contract, and the Lessor shall be and remain liable to the Government in accordance with applicable law for all damages to the Government caused by the Lessor's negligent performance of any of the services required under this contract.

- D. Design and construction and performance information is contained throughout several of the documents which will comprise a resulting lease. The Lessor shall provide to space planners, architects, engineers, construction contractors, etc., all information required whether it is found in this SFO, Special Requirements and Attachments, Price Lists or Design Intent Drawings. Reliance upon one of these documents to the exclusion of any other may result in an incomplete understanding of the scope of the work to be performed and/or services to be provided.

5.5 EXISTING FIT-OUT, SALVAGED, OR RE-USED BUILDING MATERIAL (SEP 2000)

- A. Items and materials existing in the offered space, or to be removed from the offered space during the demolition phase, are eligible for reuse in the construction phase of the project. The reuse of items and materials is preferable to recycling them; however, items considered for reuse shall be in refurbishable condition and shall meet the quality standards set forth by the Government in this SFO. In the absence of definitive quality standards, the Lessor is responsible to confirm that the quality of the item(s) in question shall meet or exceed accepted industry or trade standards for first quality commercial grade applications.
- B. The Lessor shall submit a reuse plan to the Contracting Officer. The Government will not pay for existing fixtures and other Tenant Improvements accepted in place. However, the Government will reimburse the Lessor, as part of the Tenant Improvement Allowance, the costs to repair or improve such fixtures or improvements identified on the reuse plan and approved by the Contracting Officer.

5.6 CONSTRUCTION WASTE MANAGEMENT (AUG 2008)

- A. Recycling construction waste is mandatory for initial space alterations for tenant improvements and subsequent alterations under the lease.
- B. Recycling construction waste means providing all services necessary to furnish construction materials or wastes to organizations which will employ these materials or wastes in the production of new materials. Recycling includes required labor and equipment necessary to separate individual materials from the assemblies of which they form a part.
- C. SUBMITTAL REQUIREMENT: Refer to the Green Lease Submittal Requirement paragraph in the How to Offer and Submittal Requirements Section of this SFO.
- D. The Lessor shall recycle the following items during both the demolition and construction phases of the project, subject to economic evaluation and feasibility:
1. ceiling grid and tile;
 2. light fixtures, including proper disposal of any transformers, ballasts, and fluorescent light bulbs;
 3. duct work and HVAC equipment;
 4. wiring and electrical equipment;
 5. aluminum and/or steel doors and frames;
 6. hardware;
 7. drywall;
 8. steel studs;
 9. carpet, carpet backing, and carpet padding;
 10. wood;
 11. insulation;
 12. cardboard packaging;
 13. pallets;
 14. windows and glazing materials;
 15. all miscellaneous metals (as in steel support frames for filing equipment); and
 16. all other finish and construction materials.
- E. If any waste materials encountered during the demolition or construction phase are found to contain lead, asbestos, polychlorinated biphenyls (PCB's) (such as fluorescent lamp ballasts), or other harmful substances, they shall be handled and removed in accordance with federal and state laws and requirements concerning hazardous waste.
- F. In addition to providing "one time" removal and recycling of large scale demolition items such as carpeting or drywall, the Lessor shall provide continuous facilities for the recycling of incidental construction waste during the initial construction.

- G. Construction materials recycling records shall be maintained by the Lessor and shall be accessible to the Contracting Officer. Records shall include materials recycled or landfilled, quantity, date, and identification of hazardous wastes.

5.7 INDOOR AIR QUALITY DURING CONSTRUCTION (DEC 2007)

- A. The Lessor shall provide to the Government material safety data sheets (MSDS) or other appropriate documents upon request, but prior to installation or use for the following products including but not limited to: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finishes for wood surfaces, janitorial cleaning products, and pest control products.
- B. The Contracting Officer may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.
- C. All MSDS shall comply with Occupational Safety and Health Administration (OSHA) requirements. The Lessor and its agents shall comply with all recommended measures in the MSDS to protect the health and safety of personnel.
- D. To the greatest extent possible, the Lessor shall sequence the installation of finish materials so that materials that are high emitters of volatile organic compounds (VOC) are installed and allowed to cure before installing interior finish materials, especially soft materials that are woven, fibrous, or porous in nature, that may adsorb contaminants and release them over time.
- E. Where demolition or construction work occurs adjacent to occupied space, the Lessor shall erect appropriate barriers (noise, dust, odor, etc.) and take necessary steps to minimize interference with the occupants. This includes maintaining acceptable temperature, humidity, and ventilation in the occupied areas during window removal, window replacement, or similar types of work.
- F. FLUSH-OUT PROCEDURE:
1. A final flush-out period of 72 hours minimum is required after installation of all interior finishes and before the tenant agency's occupancy of the space. The Lessor shall ventilate 24 hours a day, with new filtration media at 100% outdoor air (or maximum outdoor air while achieving a relative humidity not greater than 60%).
 2. After the 3-day period the space may be occupied; however, the flush-out must continue for 30 days using the maximum percentage of outdoor air consistent with achieving thermal comfort and humidity control.
 3. Any deviation from this ventilation plan must be approved by the Contracting Officer.
- G. The Lessor is required to provide regularly occupied areas of the tenant space with new air filtration media before occupancy that provides a Minimum Efficiency Reporting Value (MERV) of 13 or better.
- H. During construction, meet or exceed the recommended design approaches of the Sheet Metal and Air Conditioning National Contractors Association (SMACNA) *IAQ Guideline for Occupied Buildings Under Construction*, 1995, Chapter 3.
- I. Protect stored onsite and installed absorptive materials from moisture damage.
- J. If air handlers are used during construction, the Lessor shall provide filtration media with a Minimum Efficiency Reporting Value (MERV) of 8 at each return air grill, as determined by ASHRAE (American Society of Heating, Refrigeration and Air-Conditioning Engineers) 52.2-1999.

5.8 CAD AS-BUILT FLOOR PLANS (OCT 2008)

Within thirty (30) days after occupancy, Computer-Aided Design (CAD) files of as-built floor plans showing the space under lease, as well as corridors, stairways, and core areas, shall be provided to the Contracting Officer. The plans shall have been generated by a CAD program which is compatible with the latest release of AutoCAD. The required file extension is .DWG. Clean and purged files shall be submitted on CD-ROM. They shall be labeled with building name, address, list of drawing(s), date of the drawing(s), and Lessor's architect and phone number. The Lessor's operator shall demonstrate the submission on GSA equipment, if requested by the Contracting Officer.

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INITIALS: _____ & _____
LESSOR LESSOR GOV'T

6.0 GENERAL ARCHITECTURE

6.1 ACCESSIBILITY (FEB 2007)

The building, leased space, and areas serving the leased space shall be accessible to persons with disabilities in accordance with the Architectural Barriers Act Accessibility Standard (ABAAS), Appendices C and D to 36 CFR Part 1191 (ABA Chapters 1 and 2, and Chapters 3 through 10). To the extent the standard referenced in the preceding sentence conflicts with local accessibility requirements, the more stringent shall apply.

6.2 QUALITY AND APPEARANCE OF BUILDING (AUG 2008)

The space offered shall be located in a modern office building with a facade of stone, marble, brick, stainless steel, aluminum, or other permanent materials in good condition acceptable to the Contracting Officer. If not in a new office building, the space offered shall be in a building that has undergone, or will complete by occupancy, first class modernization or adaptive reuse for office space with modern conveniences. If the modernization work is underway or proposed, then architectural plans acceptable to the Contracting Officer shall be submitted as part of the offer. The building shall be compatible with its surroundings. Overall, the building shall project a professional and aesthetically-pleasing appearance including an attractive front and entrance way. The building shall have energy-efficient windows or glass areas consistent with the structural integrity of the building, unless not appropriate for intended use. The facade, downspouts, roof trim, and window casing shall be clean and in good condition.

6.3 EXITS AND ACCESS (DEC 2007)

Vestibules shall be provided at public entrances and exits wherever weather conditions and heat loss are important factors for consideration. In the event of negative air pressure conditions, provisions shall be made for equalizing air pressure.

6.4 DOORS: EXTERIOR (SEP 2000)

BUILDING SHELL:

1. Exterior doors shall be provided at the Lessor's expense unless explicitly requested by the Government in addition to those provided by the Lessor. Exterior doors shall be weather-tight and shall open outward. Hinges, pivots, and pins shall be installed in a manner which prevents removal when the door is closed and locked.
2. These doors shall have a minimum clear opening of 32" clear wide x 80" high (per leaf). Doors shall be heavy-duty, flush, 1) hollow steel construction, 2) solid-core wood, or 3) insulated tempered glass. As a minimum requirement, hollow steel doors shall be fully insulated, flush, #16-gauge hollow steel. Solid-core wood doors and hollow steel doors shall be at least 1-3/4 inches thick. Door assemblies shall be of durable finish and shall have an aesthetically-pleasing appearance acceptable to the Contracting Officer. The opening dimensions and operations shall conform to the governing building, fire safety, accessibility for the disabled, and energy codes and/or requirements.

6.5 WINDOWS (AUG 2008)

- A. Office space shall have windows in each exterior bay unless waived by the Contracting Officer.
- B. All windows shall be weather-tight. Operable windows that open shall be equipped with locks. Off-street, ground level windows and those accessible from fire escapes, adjacent roofs, and other structures that can be opened must be fitted with a sturdy locking device. Windows accessible from fire escapes must be readily operable from the inside of the building.
- C. Fire rated glazing shall comply with ANSI Z97.1, Safety Glazing Materials Used in Buildings – Safety Performance Specifications and Methods of Test and CPSC 16CFR1201, Category 1, Safety Standard for Architectural Glazing Materials.

6.6 WINDOW COVERINGS (DEC 2005)

Window Blinds. All exterior windows shall be equipped with window blinds in new or like new condition, which shall be provided as part of the Tenant Improvement Allowance. The blinds may be aluminum or plastic vertical blinds, horizontal blinds with aluminum slats of 1-inch width or less, solar fabric roller shades, or an equivalent product pre-approved by the Contracting Officer. The window blinds shall have non-corroding mechanisms and synthetic tapes. Color selection will be made by the Contracting Officer.

6.7 FLOORS AND FLOOR LOAD (SEP 2000)

A. All adjoining floor areas shall be:

1. of a common level not varying more than 1/4 inch over a 10-foot horizontal run in accordance with the American Concrete Institute standards,
2. non-slip, and,
3. acceptable to the Contracting Officer.

B. Underfloor surfaces shall be smooth and level. Office areas shall have a minimum live load capacity of 50 pounds per ANSI/BOMA Office Area square foot plus 20 pounds per ANSI/BOMA Office Area square foot for moveable partitions. Storage areas shall have a minimum live load capacity of 100 pounds per ANSI/BOMA Office Area square foot including moveable

partitions. A report showing the floor load capacity, at no cost to the Government, by a registered professional engineer may be required. Calculations and structural drawings may also be required.

6.8 CEILINGS (SEP 2000)

- A. Ceilings shall be at least 9 feet and no more than 12 feet, 0 inches measured from floor to the lowest obstruction. Areas with raised flooring shall maintain these ceiling height limitations above the finished raised flooring. Bulkheads and hanging or surface-mounted light fixtures which impede traffic ways shall be avoided. Ceilings shall be uniform in color and appearance throughout the leased space, with no obvious damage to tiles or grid.
- B. Ceilings shall have a minimum noise reduction coefficient (NRC) of 0.60 throughout the Government-demised area.
- C. Prior to closing the ceiling, the Lessor shall coordinate with the Government for the installation of any items above the ceiling.
- D. Should the ceiling be installed in the Government-demised area prior to construction of the Tenant Improvements, then the Lessor shall be responsible for all costs in regard to the disassembly, storage during construction, and subsequent re-assembly of any of the ceiling components which may be required to complete the Tenant Improvements. The Lessor shall also bear the risk for any damage to the ceiling or any components thereof during the construction of the Tenant Improvements.
- E. Ceilings shall be a flat plane in each room and shall be suspended with ample light fixtures and finished as follows unless an alternate equivalent is pre-approved by the Contracting Officer:
 1. *Restrooms*. Plastered or spackled and taped gypsum board.
 2. *Offices and Conference Rooms*. Mineral and acoustical tile or lay in panels with textured or patterned surface and tegular edges or an equivalent pre-approved by the Contracting Officer. Tiles or panels shall contain recycled content.
 3. *Corridors and Eating/Galley Areas*. Plastered or spackled and taped gypsum board or mineral acoustical tile.

6.9 ACOUSTICAL REQUIREMENTS (SEP 2000)

BUILDING SHELL:

1. *Reverberation Control*. Ceilings in carpeted space shall have a noise reduction coefficient (NRC) of not less than 0.55 in accordance with ASTM C-423. Ceilings in offices, conference rooms, and corridors having resilient flooring shall have an NRC of not less than 0.65.
2. *Ambient Noise Control*. Ambient noise from mechanical equipment shall not exceed noise criteria curve (NC) 35 in accordance with the ASHRAE *Handbook of Fundamentals* in offices and conference rooms; NC 40 in corridors, cafeterias, lobbies, and toilets; NC 50 in other spaces.
3. *Noise Isolation*. Rooms separated from adjacent spaces by ceiling-high partitions (not including doors) shall not be less than the following noise isolation class (NIC) standards when tested in accordance with ASTM E-336:
 - a. Conference rooms NIC 40
 - b. Offices NIC 35
4. *Testing*: The Contracting Officer may require, at no cost to the Government, test reports by a qualified acoustical consultant showing that acoustical requirements have been met.

6.10 PARTITIONS: GENERAL (DEC 2007)

BUILDING SHELL:

Partitions in public areas shall be marble, granite, hardwood, or sheetrock covered with durable wall covering or high performance coating, or equivalent pre-approved by the Contracting Officer.

6.11 PARTITIONS: PERMANENT (SEP 2000)

BUILDING SHELL:

Permanent partitions shall extend from the structural floor slab to the structural ceiling slab. They shall be provided by the Lessor as part of shell rent as necessary to surround the Government-demised area, stairs, corridors, elevator shafts, toilet rooms, all columns, and janitor closets. They shall have a flame spread rating of 25 or less and a smoke development rating of 50 or less (ASTM E-84). Stairs, elevators, and other floor openings shall be enclosed by partitions and shall have the fire resistance required by the applicable building code, fire code and ordinances adopted by the jurisdiction in which the building is located (such as the International Building Code, etc.) current as of the award date of this lease.

6.12 BUILDING DIRECTORY (DEC 2005)

BUILDING SHELL:

A tamper-proof directory with lock shall be provided in the building lobby listing the Government agency(ies). It must be acceptable to the Contracting Officer.

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6.13 LANDSCAPING (SEP 2000)

- A. Where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well-adapted to local growing conditions.
- B. Landscape management practices shall prevent pollution by:
1. employing practices which avoid or minimize the need for fertilizers and pesticides;
 2. prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and
 3. composting/recycling all yard waste.
- C. The Lessor shall use landscaping products with recycled content as required by Environmental Protection Agency's (EPA's) Comprehensive Procurement Guidelines (CPG) for landscaping products. Refer to EPA's CPG web site, WWW.EPA.GOV/CPG.
- D. The Contracting Officer shall approve the landscaping to be provided.

6.14 FLAGPOLE AND DISPLAY (AUG 2008)

BUILDING SHELL:

1. If the Government is the sole occupant of the building, a flag pole shall be provided at a location to be approved by the Contracting Officer. The flag will be provided by the Lessor, as part of shell rent, and replaced at all times during the lease term when showing signs of wear.
2. The Lessor shall be responsible for flag display on all workdays and federal holidays. The Lessor may light the flag in lieu of raising and lowering the flag daily. The Government will provide instructions when flags shall be flown at half-staff.

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7.0 ARCHITECTURAL FINISHES

7.1 RECYCLED CONTENT PRODUCTS (COMPREHENSIVE PROCUREMENT GUIDELINES) (SEP 2000)

- A. The Lessor shall comply to the extent feasible with the Resource Conservation and Recovery Act (RCRA), Section 6002, 1976. The Lessor shall use recycled content products as indicated in this SFO and as designated by the U.S. Environmental Protection Agency (EPA) in the Comprehensive Procurement Guidelines (CPG), 40 CFR Part 247, and its accompanying Recovered Materials Advisory Notice (RMAN). The CPG lists the designated recycled content products. EPA also provides recommended levels of recycled content for these products. The list of designated products, EPA's recommendations, and lists of manufacturers and suppliers of the products can be found at the WWW.EPA.GOV/CPG/PRODUCTS.HTM web site.
- B. The Offeror, if unable to comply with both the CPG and RMAN lists, shall submit a request for waiver for each material to the Contracting Officer with the Tenant Improvements pricing submittal. The request for waiver shall be based on the following criteria:
1. the cost of the recommended product is unreasonable;
 2. inadequate competition exists;
 3. items are not available within a reasonable period of time; and
 4. items do not meet the SFO's performance standards.

7.2 ENVIRONMENTALLY PREFERABLE BUILDING PRODUCTS AND MATERIALS (DEC 2007)

- A. The Lessor shall use environmentally preferable products and materials. The Lessor is encouraged to consider the lifecycle analysis of the product in addition to the initial cost.
- B. Refer to EPA's environmentally preferable purchasing web site, www.epa.gov/epp and USDA BioPreferred products web site www.biobased.oce.usda.gov/fb4p/. In general, environmentally preferable products and materials do one or more of the following:
1. Contain recycled material, are biobased, are rapidly renewable (10-year or shorter growth cycle), or have other positive environmental attributes;
 2. Minimize the consumption of resources, energy, and water;
 3. Prevent the creation of solid waste, air pollution, or water pollution; or
 4. Promote the use of nontoxic substances and avoid toxic materials or processes.
- C. The Lessor is encouraged to use products that are extracted and manufactured regionally.

7.3 FINISH SELECTIONS (AUG 2008)

All building finishes shall be for first class, modern space.

7.4 WOOD PRODUCTS (AUG 2008)

- A. For all new installations of wood products, the Lessor is encouraged to use independently certified forest products. For information on certification and certified wood products, refer to the Forest Certification Resource Center (www.certifiedwood.org), the Forest Stewardship Council United States (www.fscus.org), or the Sustainable Forestry Initiative (www.aboutsfi.org).
- B. New installations of wood products used under this contract shall not contain wood from endangered wood species, as listed by the Convention on International Trade in Endangered Species. The list of species can be found at the following web site: www.cites.org/eng/resources/species.html
- C. Particle board, strawboard, and plywood materials shall comply with Department of Housing and Urban Development (HUD) standards for formaldehyde emission controls. Plywood materials shall not emit formaldehyde in excess of 0.2 parts per million (ppm), and particleboard materials shall not emit formaldehyde in excess of 0.3 ppm.
- D. All materials comprised of combustible substances, such as wood plywood and wood boards, shall be treated with fire retardant chemicals by a pressure impregnation process or other methods that treats the materials throughout as opposed to surface treatment.

7.5 ADHESIVES AND SEALANTS (SEP 2000)

All adhesives employed on this project (including, but not limited to, adhesives for carpet, carpet tile, plastic laminate, wall coverings, adhesives for wood, or sealants) shall be those with the lowest possible VOC content below 20 grams per liter and which meet the requirements of the manufacturer of the products adhered or involved. The Lessor shall use adhesives and sealants with no formaldehyde or heavy metals. Adhesives and other materials used for the installation of carpets shall be limited to those having a flash point of 140 degrees F or higher.

7.6 DOORS: HARDWARE (DEC 2007)

BUILDING SHELL:

Doors shall have door handles or door pulls with heavyweight hinges. All doors shall have corresponding doorstops (wall or floor mounted) and silencers. All public use doors and toilet room doors shall be equipped with kick plates. Exterior doors and all common area doors shall have automatic door closers. All building exterior doors shall have locking devices installed to reasonably deter unauthorized entry. Properly rated and labeled fire door assemblies shall be installed on all fire egress doors.

7.7 DOORS: IDENTIFICATION (SEP 2000)

BUILDING SHELL:

All signage required in common areas unrelated to tenant identification shall be provided and installed by the Lessor.

7.8 PARTITIONS: SUBDIVIDING (AUG 2008)

BUILDING SHELL:

Any demolition of existing improvements which is necessary to satisfy the Government's layout shall be done by the Lessor at the Lessor's expense.

7.9 WALL FINISHES (AUG 2008)

BUILDING SHELL:

1. *Physical Requirements.*

- a. Prior to occupancy, all restrooms within the building common areas of Government-occupied floors shall have 1) ceramic tile in splash areas and 2) semi gloss paint on remaining wall areas or other finish approved by the Contracting Officer.
- b. Prior to occupancy, all elevator areas that access the Government-demised area and hallways accessing the Government-demised area shall be covered with wall coverings not less than 20 ounces per square yard, high performance paint or an equivalent.

2. *Replacement.* The Lessor must maintain all wall coverings, high-performance paint coatings, and paints in "like new" condition for the life of the lease. The Lessor, at its expense, must replace or repair paints, high-performance coatings, or wall coverings any time during the Government's occupancy if they are torn, peeling, permanently stained, marked, or damaged from impact. Repair or replace the ceramic tile in the restrooms if it is loose, chipped, broken, or permanently discolored. All repair and replacement work must occur after working hours.

7.12 PAINTING (DEC 2007)

BUILDING SHELL:

1. The Lessor shall bear the expense for all painting associated with the building shell. These areas shall include all common areas. Exterior perimeter walls and interior core walls within the Government demised area shall be spackled and prime painted with low VOC primer. If any building shell areas are already painted prior to Tenant Improvements, then the Lessor shall repaint, at the Lessor's expense, as necessary during Tenant Improvements.
2. Public areas shall be painted at least every 3 years.
3. If the Government desires cyclical repainting within the demised tenant spaces during the term of the lease, the Lessor shall include the cost within shell rent. Cyclical repainting of demised tenant spaces shall occur after 5 years of occupancy.

7.13 FLOOR COVERING AND PERIMETERS (AUG 2008)

A. BUILDING SHELL:

1. Exposed interior floors in primary entrances and lobbies shall be marble, granite or terrazzo. Exposed interior floors in secondary entrances, elevator lobbies, and primary interior corridors shall be high-grade carpet, marble, granite, terrazzo or durable vinyl composite tile. Resilient flooring shall be used in telecommunications rooms. Floor perimeters at partitions shall have wood, rubber, vinyl, marble or carpet base.
2. Terrazzo, unglazed ceramic tile, recycled glass tile, and/or quarry tile shall be used in all toilet and service areas.
3. Any alternate flooring must be pre-approved by the Contracting Officer.
4. In addition to the building shell flooring discussed above, the Government-demised areas which are designated by GSA for cyclic carpet replacement shall be recarpeted after 7 years with a product meeting this solicitation's requirements. This cost, including the moving and returning of furnishings, including disassembly and reassembly of systems furniture, will be borne by the Lessor as part of the shell rent.

B. INSTALLATION:

Floor covering shall be installed in accordance with manufacturing instructions to lay smoothly and evenly.

C. FLOORING – REPAIR OR REPLACEMENT:

1. Except when damaged by the Government, the Lessor shall repair or replace flooring as part of shell rent at any time during the lease term when:
 - a. backing or underlayment is exposed;
 - b. there are noticeable variations in surface color or texture;
 - c. it has curls, upturned edges, or other noticeable variations in texture;
 - d. tiles are loose, or
 - e. tears and/or tripping hazards are present.
2. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture, if necessary. Work shall be performed after normal working hours as defined elsewhere in this SFO.

7.14 CARPET TILE (AUG 2008)

Any carpet to be newly installed pursuant to this paragraph shall meet the following specifications:

1. *Pile Yarn Content.* Pile Yarn Content. Pile yarn content shall be staple filament or continuous filament premium branded nylon branded by a major fiber producer (e.g., Invista (formerly DuPont), Solutia (formerly Monsanto), Shaw, and Honeywell (formerly BASF)).
2. *Environmental Requirements.* The Lessor shall use carpet tiles that meet the "Green Label Plus" requirements of the Carpet and Rug Institute unless an exception is granted by the Contracting Officer. Refer to the EPA's environmentally preferable purchasing web site, www.epa.gov/epp.
3. *Carpet Pile Construction.* Carpet pile shall be level loop, textured loop, level cut pile, or level cut/uncut pile.
4. *Pile Weight.* Pile weight shall be a minimum of 20 oz/square yard for level loop or textured loop construction. Pile weight shall be a minimum weight of 30 oz/yd² for level cut/uncut construction.
5. *Secondary Back.* The secondary backing shall be PVC free made from Polyurethane hardback, Thermoplastic Polyolefin Composite, Ethylene Vinyl Acetate-EVA, Polyurethane Cushion, or Olefin hardback reinforced with fiberglass.
6. *Total Weight.* Total weight shall be a minimum of 90 oz/ square yard.
7. *Density.* The density shall be a minimum of 5,000 oz/cubic yard.
8. *Pile Height.* The minimum pile height shall be 1/8 inch. The combined thickness of the total product shall not exceed 1/2 inch (13 mm).
9. *Static Buildup.* Static buildup shall be a maximum of 3.5 kilovolt, when tested in accordance with AATCC 134.
10. *Flammability.* Carpet shall meet the flammability requirements of ASTE E-648 Test Method for Critical Radiant Flux of Floor Covering Systems Using a Radiant Heat Energy Source.
11. *Carpet Construction.* Carpet construction shall be a minimum of 64 tufts per square inch.
12. *Carpet Reclamation.* Dispose of any carpet replaced during the life of the lease from the site to a carpet recycling program or participate in a carpet buyback program. When carpet is replaced, submit documentation of carpet reclamation to GSA.

8.0 MECHANICAL, ELECTRICAL, PLUMBING

8.1 MECHANICAL, ELECTRICAL, PLUMBING: GENERAL (AUG 2008)

A. BUILDING SHELL:

The Lessor shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities shall be provided by the Lessor. Exposed ducts, piping, and conduits are not permitted in office space.

B. SYSTEMS COMMISSIONING:

The Lessor shall incorporate commissioning requirements to verify that the installation and performance of energy consuming systems meet the Government's project requirements. The commissioning shall cover only work associated with tenant improvements or alterations or at a minimum: heating, ventilating, air conditioning and refrigeration (HVAC&R) systems and associated controls, lighting controls, and domestic hot water systems.

8.2 BUILDING SYSTEMS (AUG 2008)

Whenever requested, the Lessor shall furnish to GSA as part of shell rent, a report by a registered professional engineer(s) showing that the building and its systems as designed and constructed will satisfy the requirements of this lease.

8.3 ENERGY COST SAVINGS (AUG 2008)

A. For existing buildings, the Offeror is encouraged to use 1) Energy Savings Performance Contracts (ESPC) or 2) utility agreements to achieve, maintain, and/or exceed the ENERGY STAR Benchmark Score of 75. The Offeror is encouraged to include shared savings in the offer as a result of energy upgrades where applicable. ENERGY STAR tools and resources can be found at the www.energystar.gov web site.

B. The Offeror may obtain a list of energy service companies qualified under the Energy Policy Act to perform ESPC, as well as additional information on cost-effective energy efficiency, renewables, and water conservation. For the ESPC qualified list, refer to the www.eere.energy.gov/femp web site, or call the FEMP Help Desk at 1-877-337-3463.

C. Incandescent bulbs shall not be used. Where it is not feasible to eliminate incandescent bulbs, exceptions must be approved by the Contracting Officer.

D. The Offeror is encouraged to purchase at least 50% of the Government tenant's electricity from renewable sources.

E. SUBMITTAL REQUIREMENT:

If renewable source power is purchased, provide documentation to the Contracting Officer within 9 months of occupancy.

8.4 INSULATION: THERMAL, ACOUSTIC, AND HVAC (AUG 2008)

A. All insulation products shall contain recovered materials as required by EPA's CPG and related recycled content recommendations.

B. No insulation installed with this project shall be material manufactured using chlorofluorocarbons (CFC's), nor shall CFC's be used in the installation of the product.

C. All insulation containing fibrous materials exposed to air flow shall be rated for that exposure or shall be encapsulated.

D. Insulating properties for all materials shall meet or exceed applicable industry standards. Polystyrene products shall meet American Society for Testing and Materials (ASTM) C578 91.

E. All insulation shall be low emitting with not greater than .05 ppm formaldehyde emissions.

F. The maximum flame spread and smoke developed index for insulation shall meet the requirements of the applicable local codes and ordinances (current as of the award date of this Lease) adopted by the jurisdiction in which the building is located.

8.5 DRINKING FOUNTAINS (AUG 2008)

BUILDING SHELL:

The Lessor shall provide, on each floor of Government occupied space, a minimum of one chilled accessible drinking fountain with potable water within every 200 feet of travel.

8.6 TOILET ROOMS (AUG 2008)

A. BUILDING SHELL:

1. Separate toilet facilities for men and women shall be provided on each floor occupied by the Government in the building. The facilities shall be located so that employees will not be required to travel more than 200 feet, on one floor to reach the toilets. Each toilet room shall have sufficient water closets enclosed with modern stall partitions and doors, urinals (in men's room), and hot (set in accordance with applicable building codes) and cold water. Water closets and urinals shall not be visible when the exterior door is open.

2. Each main toilet room shall contain the following:

- a. a mirror and shelf above the lavatory;
- b. a toilet paper dispenser in each water closet stall, that will hold at least two rolls and allow easy, unrestricted dispensing;
- c. a coat hook on the inside face of the door to each water closet stall and on several wall locations by the lavatories;
- d. at least one modern paper towel dispenser, soap dispenser, and waste receptacle for every two lavatories;
- e. a coin-operated sanitary napkin dispenser in women's toilet rooms with a waste receptacle in each water closet stall;
- f. ceramic tile, recycled glass tile, or comparable wainscot from the floor to a minimum height of 4 feet, 6 inches;
- g. a disposable toilet seat cover dispenser; and
- h. a counter area of at least 2 feet, 0 inches in length, exclusive of the lavatories (however, it may be attached to the lavatories) with a mirror above and a ground fault interrupt-type convenience outlet located adjacent to the counter area. The counter should be installed to minimize pooling or spilling of water at the front edge.
- i. a floor drain.

B. If newly installed, toilet partitions shall be made from recovered materials as listed in EPA's CPG.

8.7 TOILET ROOMS: FIXTURE SCHEDULE (SEP 2000)

BUILDING SHELL:

1. The toilet fixture schedule specified below shall be applied to each full floor based on one person for each 135 ANSI/BOMA Office Area square feet of office space in a ratio of 40 percent men and 60 percent women.
2. Refer to the schedule separately for each sex.

NUMBER OF MEN*WOMEN			WATER CLOSETS	LAVATORIES
1	-	15	1	1
16	-	35	2	2
36	-	55	3	3
56	-	60	4	3
61	-	80	4	4
81	-	90	5	4
91	-	110	5	5
111	-	125	6	5
126	-	150	6	**
> 150			***	
<p>* In men's facilities, urinals may be substituted for 1/3 of the water closets specified.</p> <p>** Add one lavatory for each 45 additional employees over 125.</p> <p>*** Add one water closet for each 40 additional employees over 150.</p>				

3. For new installations:

- a. Water closets shall not use more than 1.6 gallons per flush.
- b. Urinals shall not use more than 1.0 gallons per flush. Waterless urinals are acceptable.
- c. Faucets shall not use more than 2.5 gallons per minute at a flowing water pressure of 80 pounds per square inch.

8.8 JANITOR CLOSETS (DEC 2007)

BUILDING SHELL:

1. Janitor closets with service sink, hot and cold water, and ample storage for cleaning equipment, materials, and supplies shall be provided on all floors. Each janitor closet door shall be fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch.

2. When not addressed by local code, provide containment drains plumbed for appropriate disposal of liquid wastes in spaces where water and chemical concentrate mixing occurs for maintenance purposes. Disposal is not permitted in restrooms.
3. Refer to the "Indoor Air Quality for Ventilation Requirements" paragraph in the SAFETY AND ENVIRONMENTAL MANAGEMENT section of this Solicitation for Offers (SFO).

8.9 HEATING AND AIR CONDITIONING (AUG 2008)

BUILDING SHELL:

1. Temperatures shall conform to local commercial equivalent temperature levels and operating practices in order to maximize tenant satisfaction. These temperatures shall be maintained throughout the leased premises and service areas, regardless of outside temperatures, during the hours of operation specified in the lease. The Lessor shall perform any necessary systems start-up required to meet the commercially equivalent temperature levels prior to the first hour of each day's operation. At all times, humidity shall be maintained below 60% relative humidity.
2. During non working hours, heating temperatures shall be set no higher than 55° Fahrenheit, and air conditioning shall not be provided except as necessary to return space temperatures to a suitable level for the beginning of working hours. Thermostats shall be secured from manual operation by key or locked cage. A key shall be provided to the GSA Field Office Manager.
3. Simultaneous heating and cooling are not permitted.
4. Areas having excessive heat gain or heat loss, or affected by solar radiation at different times of the day, shall be independently controlled.
5. *Equipment Performance.* Temperature control for office spaces shall be provided by concealed central heating and air conditioning equipment. The equipment shall maintain space temperature control over a range of internal load fluctuations of plus 0.5 W/sq. ft. to minus 1.5 W/sq. ft. from initial design requirements of the tenant.
6. HVAC Use During Construction. The permanent HVAC system may be used to move both supply and return air during the construction process only if the following conditions are met:
 - a. a complete air filtration system with 60 percent efficiency filters is installed and properly maintained;
 - b. no permanent diffusers are used;
 - c. no plenum type return air system is employed;
 - d. the HVAC duct system is adequately sealed to prevent the spread of airborne particulate and other contaminants; and
 - e. following the building "flush out," all duct systems are vacuumed with portable high-efficiency particulate arrestance (HEPA) vacuums and documented clean in accordance with National Air Duct Cleaners Association (NADCA) specifications.
7. *Ductwork Re-use and Cleaning.* Any ductwork to be reused and/or to remain in place shall be cleaned, tested, and demonstrated to be clean in accordance with the standards set forth by NADCA. The cleaning, testing, and demonstration shall occur immediately prior to Government occupancy to avoid contamination from construction dust and other airborne particulates.
8. The Lessor shall conduct HVAC system balancing after any HVAC system alterations during the term of the lease and shall make a reasonable attempt to schedule major construction outside of office hours.
9. Normal HVAC systems maintenance shall not disrupt tenant operations.
10. *Thermal Comfort.* During all working hours, comply with ASHRAE Standard 55-2004, Thermal Comfort Conditions for Human Occupancy.

8.10 VENTILATION (AUG 2008)

BUILDING SHELL:

1. During working hours in periods of heating and cooling, ventilation shall be provided in accordance with the latest edition of ANSI/ASHRAE Standard 62.1, *Ventilation for Acceptable Indoor Air Quality*.
2. Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by ANSI/ASHRAE Standard 52.2, *Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size*. Pre-filters shall have a MERV efficiency of 8. Final filters shall have an MERV efficiency of 13.
3. Toilet rooms shall be properly exhausted, with a minimum of 10 air changes per hour.
4. Where the Lessor proposes that the Government shall pay utilities, the following shall apply:
 - a. an automatic air or water economizer cycle shall be provided to all air handling equipment, and

- b. the building shall have a fully functional building automation system capable of control, regulation, and monitoring of all environmental conditioning equipment. The building automation system shall be fully supported by a service and maintenance contract.

8.11 ELECTRICAL: GENERAL (SEP 2000)

The Lessor shall be responsible for meeting the applicable requirements of local codes and ordinances. When codes conflict, the more stringent standard shall apply. Main service facilities shall be enclosed. The enclosure may not be used for storage or other purposes and shall have door(s) fitted with an automatic deadlocking latch bolt with a minimum throw of 1/2 inch. Distribution panels shall be circuit breaker type with 10 percent spare power load and circuits.

8.12 ELECTRICAL: DISTRIBUTION (AUG 2008)

BUILDING SHELL:

1. Main power distribution switchboards and distribution and lighting panel boards shall be circuit breaker type with copper buses that are properly rated to provide the calculated fault circuits. All power distribution panel boards shall be supplied with separate equipment ground buses. All power distribution equipment shall be required to handle the actual specified and projected loads plus 10 percent spare load capacity. Distribution panels are required to accommodate circuit breakers for the actual calculated needs plus 10 percent spare circuits that will be equivalent to the majority of other circuit breakers in the panel system. All floors shall have 120/208 V, 3-phase, 4-wire with bond, 60 hertz electric service available.
2. Main distribution for standard office occupancy shall be provided at the Lessor's expense. In no event shall such power distribution (not including lighting and HVAC) for the Government-demised area fall below 7 W per ANSI/BOMA Office Area square foot.
3. Convenience outlets shall be installed in accordance with NFPA Standard 70, *National Electrical Code*, or local code, whichever is more stringent.
4. The Lessor shall provide duplex utility outlets in toilet rooms, corridors, and dispensing areas. Fuses and circuit breakers shall be plainly marked or labeled to identify circuits or equipment supplied through them.

8.13 TELECOMMUNICATIONS: DISTRIBUTION AND EQUIPMENT (SEP 2000)

BUILDING SHELL:

1. Sufficient space shall be provided on the floor(s) where the Government occupies space for the purposes of terminating telecommunications service into the building. The building's telecommunications closets located on all floors shall be vertically-stacked. Telecommunications switchrooms, wire closets, and related spaces shall be enclosed. The enclosure shall not be used for storage or other purposes and shall have door(s) fitted with an automatic door-closer and deadlocking latch bolt with a minimum throw of 1/2 inch.
2. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable Telecommunications Industry Association (TIA) and Electronic Industries Alliance (EIA) standards. These standards include the following:
 - a. TIA/EIA-568, *Commercial Building Telecommunications Cabling Standard*,
 - b. TIA/EIA 569, *Commercial Building Standard for Telecommunications Pathways and Spaces*,
 - c. TIA/EIA-570, *Residential and Light Commercial Telecommunications Wiring Standard*, and
 - d. TIA/EIA-607, *Commercial Building Grounding and Bonding Requirements for Telecommunications Standard*.
3. Telecommunications switchrooms, wire closets, and related spaces shall meet applicable NFPA standards. Bonding and grounding shall be in accordance with NFPA Standard 70, *National Electrical Code*, and other applicable NFPA standards and/or local code requirements.

8.14 TELECOMMUNICATIONS: LOCAL EXCHANGE ACCESS (AUG 2008)

BUILDING SHELL:

1. The Government reserves the right to contract its own telecommunications (voice, data, video, Internet or other emerging technologies) service in the space to be leased. The Government may contract with one or more parties to have inside wiring (or other transmission medium) and telecommunications equipment installed.
2. The Lessor shall allow the Government's designated telecommunications providers access to utilize existing building wiring to connect its services to the Government's space. If the existing building wiring is insufficient to handle the transmission requirements of the Government's designated telecommunications providers, the Lessor shall provide access from the point of entry into the building to the Government's floor space, subject to any inherent limitations in the pathway involved.
3. The Lessor shall allow the Government's designated telecommunications providers to affix telecommunications antennae (high frequency, mobile, microwave, satellite, or other emerging technologies), subject to weight and wind load conditions, to roof, parapet, or building envelope as required. Access from the antenna(e) to the leased space shall be provided.

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4. The Lessor shall allow the Government's designated telecommunications providers to affix antennae and transmission devices throughout its leased space and in appropriate common areas frequented by the Government's employees so as to allow the use of wireless telephones and communications devices necessary to conduct business.

8.15 ADDITIONAL ELECTRICAL CONTROLS

If the Government pays separately for electricity, no more than 500 square feet of office may be controlled by one switch or automatic light control for all space on the Government meter, whether through a building automation system, time clock, occupant sensor, or other comparable system acceptable to the Contracting Officer.

8.16 ELEVATORS (AUG 2008)

- A. The Lessor shall provide suitable passenger and, when required by the Government, freight elevator service to any Government-demised area not having ground level access. Service shall be available during the hours specified in the "Normal Hours" paragraph in the SERVICES, UTILITIES AND LEASE ADMINISTRATION section of this SFO. However, one passenger and, when required by the Government, one freight elevator shall be available at all times for Government use. When a freight elevator is required by the Government, shall be accessible to the loading areas. When possible, the Government shall be given 24-hour advance notice if the service is to be interrupted for more than 1-1/2 hours. Normal service interruption shall be scheduled outside of the Government's normal working hours. The Lessor shall also use best efforts to minimize the frequency and duration of unscheduled interruptions.
- B. CODE:
Elevators shall conform to the current requirements of the American Society of Mechanical Engineers ASME A17.1, *Safety Code for Elevators and Escalators* (current as of the award date of this SFO). Where provided, elevator lobby and elevator machine room smoke detectors shall activate the building fire alarm system, provide Phase 1 automatic recall of the elevator(s), and automatically notify the local fire department or approved central station. The elevator shall be inspected and maintained in accordance with the current edition of the ASME A17.2, *Inspectors' Manual for Elevators*. Except for the reference to ASME A17.1 in ABAAS Section F105.2.2, all elevators must meet ABAAS requirements for accessibility in Sections 407, 408, and 409 of ABAAS.
- C. SAFETY SYSTEMS:
Elevators shall be equipped with telephones or other two-way emergency communication systems. The system used shall be marked and shall reach an emergency communication location staffed 24 hours per day, 7 days per week.
- D. SPEED:
The passenger elevators shall have a capacity to transport in 5 minutes 15 percent of the normal population of all upper floors (based on 150 square feet per person). Further, the dispatch interval between elevators during the up-peak demand period shall not exceed 35 seconds.
- E. INTERIOR FINISHES:
Elevator cab walls shall be hardwood, marble, granite, or an equivalent pre-approved by the Contracting Officer. Elevator cab floors shall be marble, granite, terrazzo, or an equivalent pre-approved by the Contracting Officer.

8.17 LIGHTING: INTERIOR AND PARKING (AUG 2008)

BUILDING SHELL:

1. In accordance with subparagraph (10) of the, "Building Shell Requirements" paragraph in the Summary section of this SFO, the Lessor shall provide interior lighting, as part of the building shell cost, as follows:
 - a. Unless alternate lighting is approved by the Contracting Officer, modern, diffused fluorescent fixtures using no more than 2.0 W per ANSI/BOMA Office Area square foot shall be provided. Such fixtures shall be capable of producing a light level of 50 average maintained foot-candles at working surface height throughout the space. Tubes shall then be removed to provide 1) 30 foot-candles in portions of work areas other than work surfaces and 2) 1 foot-candle to 10 foot-candles, or minimum levels sufficient for safety, in non-working areas. Exceptions may be granted by the GSA Buildings Manager, and approved by the GSA Contracting Officer. When the space is not in use by the Government, interior and exterior lighting, except that essential for safety and security purposes, shall be turned off.
 - b. Exterior parking areas, vehicle driveways, pedestrian walkways, and building perimeter shall have 5 foot-candles for doorway areas, 3 foot-candles for transition areas (including stairwells), and at least 1 foot-candle overlapping throughout the lot, except where local codes conflict. Illumination shall be designed based on Illuminating Engineering Society of North America (IESNA) standards. Indoor parking shall have a minimum of 10 foot-candles and shall be designed based on IESNA standards. The intent is to provide adequate lighting at entrances/exits, garages, parking lots or other adjacent areas to the building to discourage crimes against persons.
 - c. Exterior building lighting must have emergency power backup to provide for safe evacuation of the building in case of natural disaster, power outage, or criminal/terrorist activity.
 - d. The Lessor shall provide occupancy sensors and/or scheduling controls through the building automation system to reduce the hours that the lights are on when the space is unoccupied. The Lessor shall provide daylight dimming controls in atriums or within 15 feet of windows where daylight can contribute to energy savings.

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9.0 FIRE PROTECTION, LIFE SAFETY, AND ENVIRONMENTAL ISSUES

9.1 MEANS OF EGRESS (SEP 2007)

- A. Offered space shall meet or be upgraded to meet prior to occupancy, the applicable egress requirements in the National Fire Protection Association (NFPA) 101, *Life Safety Code* (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable by the Government.
- B. Offered space shall provide unrestricted access to a minimum of two remote exits on each floor of Government occupancy. Scissor stairs shall only be counted as one approved exit. Open air exterior fire escapes shall not be counted as an approved exit. In addition, the requirements for exit remoteness and discharge from exits shall meet the requirements in NFPA 101, *Life Safety Code* (current as of the award date of this lease), or an alternative approach or method for achieving a level of safety deemed equivalent and acceptable to the Government.

9.2 AUTOMATIC FIRE SPRINKLER SYSTEM (AUG 2008)

- A. Offered space located below-grade, including parking garage areas, and all areas in a building referred to as "hazardous areas" (defined in NFPA 101) that are located within the entire building (including non-Government areas) shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- B. For buildings in which any portion of the offered space is on or above the sixth floor, then, at a minimum, the building up to and including the highest floor of Government occupancy shall be protected by an automatic fire sprinkler system or an equivalent level of safety.
- C. For buildings in which any portion of the offered space is on or above the sixth floor, and lease of the offered space will result, either individually or in combination with other Government leases in the offered building, in the Government leasing 35,000 square feet or more ANSI/BOMA Office Area square feet of space in the offered building, then the entire building shall be protected throughout by an automatic fire sprinkler system or an equivalent level of safety.
- D. Automatic sprinkler system(s) shall be maintained in accordance with the requirements NFPA 25, *Standard for the Inspection, Testing, and Maintenance of Water-based Fire Protection Systems* (current as of the award date of this lease), or the applicable local codes.
- E. **DEFINITIONS:**
 - 1. "Automatic sprinkler system" means an electronically supervised, integrated system of underground and overhead piping, designed in accordance with National Fire Protection Association (NFPA) 13, *Installation of Sprinkler Systems*. The system is usually activated by heat from fire and discharges water over the fire area. The system includes an adequate water supply.
 - 2. "Equivalent level of safety" means an alternative design or system (which may include automatic sprinkler systems), based upon fire protection engineering analysis, which achieves a level of safety equal to or greater than that provided by automatic sprinkler systems.

9.3 FIRE ALARM SYSTEM (AUG 2008)

- A. A building-wide fire alarm system shall be installed in buildings in which any portion of the offered space is located 2 or more stories in height above the lowest level of exit discharge. The fire alarm system shall meet the installation and operational requirements of the applicable local codes and ordinances adopted by the jurisdiction in which the building is located.
- B. The fire alarm system shall be maintained in accordance with the requirements of the applicable local codes or NFPA 72, *National Fire Alarm Code* (current as of the award of the lease) The fire alarm system wiring and equipment shall be electrically-supervised and shall automatically notify the local fire department or approved central station. Emergency power shall be provided for the fire alarm system.
- C. If a building's fire alarm control unit is over 25 years old, the Offeror shall install a new fire alarm system in accordance with the requirements of NFPA 72, *National Fire Alarm Code* (current as of the award of the lease) or applicable local codes prior to Government acceptance and occupancy of the offered space.

9.4 OSHA REQUIREMENTS (SEP 2000)

The Lessor shall maintain buildings and space in a safe and healthful condition according to OSHA standards.

9.5 ASBESTOS (SEP 2000)

- A. Offers are requested for space with no asbestos-containing materials (ACM), or with ACM in a stable, solid matrix (e.g., asbestos flooring or asbestos cement panels) which is not damaged or subject to damage by routine operations. For purposes of this paragraph, "space" includes the 1) space offered for lease; 2) common building area; 3) ventilation systems and zones serving the space offered; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the space offered. If no offers are received for such space, the Government may consider space with thermal system insulation ACM (e.g., wrapped pipe or boiler lagging) which is not damaged or subject to damage by routine operations.

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B. DEFINITION:

ACM is defined as any materials with a concentration of greater than 1 percent by dry weight of asbestos.

- C. Space with ACM of any type or condition may be upgraded by the Offeror to meet conditions described in subparagraph A by abatement (removal, enclosure, encapsulation, or repair) of ACM not meeting those conditions. If any offer involving abatement of ACM is accepted by the Government, the Lessor shall, prior to occupancy, successfully complete the abatement in accordance with OSHA, EPA, Department of Transportation (DOT), state, and local regulations and guidance.

D. MANAGEMENT PLAN:

If space is offered which contains ACM, the Offeror shall submit an asbestos-related management plan for acceptance by the Government prior to lease award. This plan shall conform to EPA guidance, be implemented prior to occupancy, and be revised promptly when conditions affecting the plan change. If asbestos abatement work is to be performed in the space after occupancy, the Lessor shall submit to the Contracting Officer the occupant safety plan and a description of the methods of abatement and re-occupancy clearance, in accordance with OSHA, EPA, DOT, state, and local regulations and guidance, at least 4 weeks prior to the abatement work.

9.6 INDOOR AIR QUALITY (DEC 2007)

- A. The Lessor shall control contaminants at the source and/or operate the space in such a manner that the GSA indicator levels for carbon monoxide (CO), carbon dioxide (CO₂), and formaldehyde (HCHO) are not exceeded. The indicator levels for office areas shall be: CO 9 ppm time weighted average (TWA 8 hour sample); CO₂ 1,000 ppm (TWA); HCHO 0.1 ppm (TWA).
- B. The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least 72 hours advance notice to the Government before applying noxious chemicals in occupied spaces and shall adequately ventilate those spaces during and after application.
- C. The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint.
- D. The Government reserves the right to conduct independent IAQ assessments and detailed studies in space that it occupies, as well as in space serving the Government demised area (e.g., common use areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Government in its assessments and detailed studies by 1) making available information on building operations and Lessor activities; 2) providing access to space for assessment and testing, if required; and 3) implementing corrective measures required by the Contracting Officer.
- E. The Lessor shall provide to the Government material safety data sheets (MSDS) upon request for the following products prior to their use during the term of the lease: adhesives, caulking, sealants, insulating materials, fireproofing or firestopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Government reserves the right to review such products used by the Lessor within 1) the Government demised area; 2) common building areas; 3) ventilation systems and zones serving the leased space; and 4) the area above suspended ceilings and engineering space in the same ventilation zone as the leased space.
- F. Where hazardous gasses or chemicals (any products with data in the Health and Safety section of the MSDS sheets) may be present or used, including large-scale copying and printing rooms, segregate areas with deck-to-deck partitions with separate outside exhausting at a rate of at least 0.5 cubic feet per minute per square foot, no air recirculation. The mechanical system must operate at a negative pressure compared with the surrounding spaces of at least an average of 5 Pa (pascal) (0.02 inches of water gauge) and with a minimum of 1 Pa (0.004 inches of water gauge) when the doors to the rooms are closed.

9.7 RADON IN AIR (AUG 2008)

If space planned for occupancy by the Government is on the second floor above grade or lower, the Lessor shall, prior to occupancy, test the leased space for 2 days to 3 days using charcoal canisters or electret ion chambers. The Lessor is responsible to provide space in which air levels are below EPA's action concentration of 4 picoCuries per liter. After the initial testing, a follow-up test for a minimum of 90 days using alpha track detectors or electret ion chambers shall be completed. For further information on radon, see EPA's website on radon at WWW.EPA.GOV/IAQ/RADON/ZONEMAP.HTML

9.8 RADON IN WATER (AUG 2008)

- A. If the water source is not from a public utility, the Lessor shall demonstrate that water provided in the leased space is in compliance with EPA requirements and shall submit certification to the Contracting Officer prior to the Government occupying the space.
- B. If the EPA action level is reached or exceeded, the Lessor shall institute appropriate abatement methods which reduce the radon levels to below this action.

9.9 HAZARDOUS MATERIALS (OCT 1996)

The leased space shall be free of hazardous materials according to applicable federal, state, and local environmental regulations.

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9.10 RECYCLING (DEC 2007)

Where State or local law, code, or ordinance requires recycling programs (including mercury containing lamps) for the space to be provided pursuant to this SFO, the successful Offeror shall comply with such State and/or local law, code, or ordinance in accordance with GSA Form 3517, General Clauses, 552.270-8, *Compliance with Applicable Law*. In all other cases, the successful Offeror shall establish a recycling program for (at a minimum) paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist. Provide an easily accessible, appropriately sized (2 square feet per 1,000 square feet of building gross floor area) area that serves the tenant space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the lease term, the Lessor agrees, upon request, to provide the Government with additional information concerning recycling programs maintained in the building and in the leased space.

9.11 OCCUPANT EMERGENCY PLANS (AUG 2008)

The Lessor is required to participate in and comply with the development and implementation of the Government Occupant Emergency Plan. The Plan must, among other things, include emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and GSA personnel. For further information and guidelines on Occupant Emergency Plans, see also the following website:

<http://www.9-11submit.org/materials9-1/911/acrobat/27/P3&C10EmergencyPreparednessPlans/GSAOccupantEmergencyProgram.pdf>.

9.12 MOLD (AUG 2008)

- A. Actionable Mold is mold of types and concentrations in excess of that found in the local outdoor air.
- B. The Lessor shall provide space to the Government that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").
- C. At such times as the Government may direct, including but not limited to: after a flood, water damage not caused by the Government, or repairs caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant ("the Inspector") who, in either instance, is reasonably acceptable to the Government, to inspect and evaluate the space for the presence of Actionable Mold or mold Indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the Government within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report to the Government, the Inspector shall notify the Government, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable Mold or Indicators in the leased space.
- D. The presence of Actionable Mold in the premises may be treated as a Casualty, as determined by the Government, in accordance with the Fire and Other Casualty clause contained in the General Clauses of this lease. In addition to the provisions of the Fire and Other Casualty clause of this lease, should a portion of the premises be determined by the Government to be un-tenantable due to an act of negligence by the Lessor or his agents, the Lessor shall provide reasonably acceptable alternative space at the Lessor's expense, including the cost of moving, and any required alterations.
- E. If the Report indicates that Actionable Mold or Indicators are present in the leased space, the Lessor, at its sole cost, expense, and risk, shall within 2 days after its receipt of the Report: 1) retain an experienced mold remediation contractor reasonably acceptable to the Government to prepare and submit to the Government and Lessor a remediation plan (the "Plan") and within 2 days after the Government's approval of the Plan, remediate the Actionable Mold or the Indicators in the leased space, but prior to commencing such remediation, Lessor shall send the Government a notice stating: (i) the date on which the Actionable Mold remediation shall start and how long it is projected to continue; (ii) which portion of the leased space shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Government employees as well as all other occupants of and visitors to the leased space of the nature, location and schedule for the planned remediation and reasons therefore.
- F. The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable federal, state, or local laws, regulatory standards and guidelines.
- G. The Lessor acknowledges and agrees that the Government shall have a reasonable opportunity to inspect the leased space after conclusion of the remediation. If the results of the Government's inspection indicate that the remediation does not comply with the Plan or any other applicable federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense and risk, shall immediately take all further actions necessary to bring the remediation into compliance.
- H. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the Actionable Mold, the Government may implement a corrective action program and deduct its costs from the rent.

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10.0 LEASE SECURITY STANDARDS

10.1 GENERAL REQUIREMENTS (NOV 2005)

Overview of Lease Security Standards:

1. The Government will determine security standards for facilities and agency space requirements. Security standards will be assessed based upon tenant agency mix, size of space requirement, number of employees, use of the space, location of the facility, configuration of the site and lot, and public access into and around the facility. The Government will designate a security level from Level I to Level IV for each space requirement. The Contracting Officer (or the Contracting Officer's designated representative) will provide the security level designation as part of the space requirement. A copy of the Government's security standards is available at www.oca.gsa.gov.
2. The Contracting Officer (or the Contracting Officer's designated representative) will identify all required security standards.
3. Within 120 days of lease award, or at the time of submission of working/construction drawings, whichever is earlier, the Lessor shall provide the Government with itemized costs of the security items in this section. Additionally, the Lessor shall provide the cost per square foot of those items designated "shell" in this section as submitted in the final offer.
4. A security level designation may be determined by the individual space requirement or by the assessed, cumulative tenant agency mix within a given facility. If an Offeror is offering space in a facility currently housing a federal agency, the security level designation of the facility may be increased and the Offeror may be required to adhere to a higher security standard than other Offerors competing for the same space requirement. If two or more federal space requirements are being competed at the same time, an Offeror submitting on both or more space requirements may be subject to a higher security standard if the Offeror is determined to be the successful Offeror on more than one space requirement. It is incumbent upon the Offeror to prepare the Offeror's proposal accordingly.
5. Level I requirements have been incorporated into the paragraphs entitled, *Lighting: Interior and Parking*, and *Doors: Hardware* as part of this SFO. If this SFO is used for a Level I space requirement, the Level II lease security standards, as determined by the Government, shall become the minimum lease security standards for this requirement.

10.2 DETERRENCE TO UNAUTHORIZED ENTRY (NOV 2005)

The Lessor shall provide a level of security that reasonably prevents unauthorized entry to the space during non-duty hours and deters loitering or disruptive acts in and around the space leased. The Lessor shall ensure that security cameras and lighting are not obstructed.

10.3 ACCESS TO UTILITY AREAS (NOV 2005)

Utility areas shall be secure, and only authorized personnel shall have access.

10.4 MECHANICAL AREAS AND BUILDING ROOFS (NOV 2005)

- A. Keyed locks, keycards, or similar security measures shall strictly control access to mechanical areas. Additional controls for access to keys, keycards, and key codes shall be strictly maintained. The Lessor shall develop and maintain accurate HVAC diagrams and HVAC system labeling within mechanical areas.
- B. Roofs with HVAC systems shall also be secured. Fencing or other barriers may be required to restrict access from adjacent roofs based on a Government Building Security Assessment. Roof access shall be strictly controlled through keyed locks, keycards, or similar measures. Fire and life safety egress shall be carefully reviewed when restricting roof access.

10.5 ACCESS TO BUILDING INFORMATION (NOV 2005)

Building Information—including mechanical, electrical, vertical transport, fire and life safety, security system plans and schematics, computer automation systems, and emergency operations procedures—shall be strictly controlled. Such information shall be released to authorized personnel only, approved by the Government, preferably by the development of an access list and controlled copy numbering. The Contracting Officer may direct that the names and locations of Government tenants not be disclosed in any publicly accessed document or record. If that is the case, the Government may request that such information not be posted in the building directory.

10.6 DEVELOPMENT, IMPLEMENTATION, AND PERIODIC REVIEW OF OCCUPANT EMERGENCY PLANS (NOV 2005)

The Lessor shall cooperate and participate in the development of an Occupant Emergency Plan (OEP) and if necessary, a supplemental Sheltering-in Place (SIP) Plan. Periodically, the Government may request that the Lessor assist in reviewing and revising the OEP and SIP plan(s).

10.7 BUILDING SECURITY PLAN (NOV 2005)

The Offeror shall provide a Pre-Lease Building Security Plan, as attached, with the offer that addresses its compliance with the lease security standards, as described in this SFO and its attachments.

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10.8 ADDITIONAL SECURITY MEASURES AS DETERMINED BY THE GOVERNMENT (NOV 2005)

The Government reserves the right, prior to the submission of final revised proposals, to require additional security measures to meet specific tenant occupancy requirements, as may be determined by the Government's building security assessment or any type of Government risk assessment evaluation of the proposed building, location, and tenant mix.

10.9 IDENTITY VERIFICATION OF PERSONNEL (MAY 2007)

- A. The Government reserves the right to verify identities of personnel with routine access to Government space. The Lessor shall comply with the agency personal identity verification procedures below that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201, as amended.
- B. The Lessor shall insert this paragraph in all subcontracts when the subcontractor is required to have physical access to a federally controlled facility or access to a federal information system.
- C. Lessor compliance with subparagraphs 1 through 4 below will suffice to meet the Lessor's requirements under HSPD-12, OMB M-05-24, and FIPS PUB Number 201.
1. The Government reserves the right to conduct background checks on Lessor personnel and contractors with routine access to Government leased space.
 2. Upon request, the Lessor shall submit completed fingerprint charts and background investigation forms for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors, who will provide building operating services requiring routine access to the Government's leased space for a period greater than 6 months. The Government may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Government's space.
 3. The Lessor must provide Form FD-258, Fingerprint Chart (available from the Government Printing Office at <http://bookstore.gpo.gov>), and Standard Form 85P, Questionnaire for Public Trust Positions, completed by each person and returned to the contracting officer (or the contracting officer's designated representative) within 30 days from receipt of the forms. Based on the information furnished, the Government will conduct background investigations of the employees. The contracting officer will advise the Lessor in writing if an employee fails the investigation, and, effective immediately, the employee will no longer be allowed to work or be assigned to work in the Government's space.
 4. Throughout the life of the lease, the Lessor shall provide the same data for any new employees, contractors, or subcontractors who will be assigned to the Government's space. In the event the Lessor's contractor or subcontractor is subsequently replaced, the new contractor or subcontractor is not required to submit another set of these forms for employees who were cleared through this process while employed by the former contractor or subcontractor. The Lessor shall resubmit Form FD-258 and Standard Form 85P for every employee covered by this paragraph on a 5-year basis.

10.10 SECURE HVAC: AIRBORNE HAZARDS (NOV 2005)

Air-handling units shall be able to be shut down in response to a threat. Procedures shall be in place for notification of the Lessor's building engineer or manager, building security guard desk, local emergency personnel, GSA personnel, and Contracting Officer for possible shut-down of the air handling units serving the mailroom and/or any other possibly affected areas of the building to minimize contamination, as deemed appropriate to the hazard.

10.11 PARKING SECURITY REQUIREMENTS (NOV 2005)

- A. Identification of Parking Areas:
Government parking areas or spaces shall be assigned and marked as "reserved."

10.12 TEMPORARY SECURITY UPGRADE DUE TO IMMEDIATE THREAT (NOV 2005)

The Government reserves the right, at its own expense and with its own personnel, to temporarily heighten security in the building under lease during heightened security conditions due to emergency situations such as terrorist attacks, natural disaster, and civil unrest.

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GENERAL CLAUSES
(Acquisition of Leasehold Interests in Real Property)

1. 52.252-2 CLAUSES INCORPORATED BY REFERENCE (DEC 2003) (VARIATION)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available, or the full text may be found as GSA Form 3517B at <http://www.gsa.gov/leasingform>.

The term "usable" in reference to square footage in any of these clauses means "ANSI/BOMA Office Area."

2. THE FOLLOWING CLAUSES ARE INCORPORATED BY REFERENCE:

CATEGORY	CLAUSE NO.	48 CFR REF.	CLAUSE TITLE
DEFINITIONS	1	552.270-4	Definitions (SEP 1999) (Variation)
GENERAL	2	552.270-5	Subletting and Assignment (SEP 1999)
	3	552.270-11	Successors Bound (SEP 1999)
	4	552.270-23	Subordination, Nondisturbance and Attornment (SEP 1999)
	5	552.270-24	Statement of Lease (SEP 1999)
	6	552.270-25	Substitution of Tenant Agency (SEP 1999)
	7	552.270-26	No Waiver (SEP 1999)
	8	552.270-27	Integrated Agreement (SEP 1999)
	9	552.270-28	Mutuality of Obligation (SEP 1999)
PERFORMANCE	10	552.270-17	Delivery and Condition (SEP 1999)
	11	552.270-18	Default in Delivery—Time Extensions (SEP 1999) (Variation)
	12	552.270-19	Progressive Occupancy (SEP 1999)
	13	552.270-21	Effect of Acceptance and Occupancy (SEP 1999)
	14	552.270-6	Maintenance of Building and Premises—Right of Entry (SEP 1999) (Variation)
	15	552.270-10	Failure in Performance (SEP 1999)
	16	552.270-22	Default by Lessor During the Term (SEP 1999)
	17	552.270-7	Fire and Casualty Damage (SEP 1999)
	18	552.270-8	Compliance with Applicable Law (SEP 1999)
	19	552.270-12	Alterations (SEP 1999)
	20	552.270-29	Acceptance of Space (SEP 1999) (Variation)
INSPECTION	21	552.270-9	Inspection—Right of Entry (SEP 1999)
PAYMENT	22	52.204-7	Central Contractor Registration (OCT 2003) (Variation)
	23	552.232-75	Prompt Payment (SEP 1999)
	24	552.232-76	Electronic Funds Transfer Payment (MAR 2000) (Variation)
	25	552.232-70	Invoice Requirements (SEP 1999) (Variation)
	26	52.232-23	Assignment of Claims (JAN 1986) (Applicable to leases over \$2,500.)
	27	552.270-20	Payment (SEP 1999) (Variation)

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STANDARDS OF CONDUCT	28	552.203-5	Covenant Against Contingent Fees (FEB 1990) (Applicable to leases over \$100,000.)
	29	52.203-7	Anti-Kickback Procedures (JUL 1995) (Applicable to leases over \$100,000 average net annual rental, including option periods.)
	30	52.223-6	Drug-Free Workplace (MAY 2001)
ADJUSTMENTS	31	552.203-70	Price Adjustment for Illegal or Improper Activity (SEP 1999) (Applicable to leases over \$100,000.)
	32	52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 1997) (Applicable when cost or pricing data are required for work or services over \$500,000.)
	33	552.270-13	Proposals for Adjustment (SEP 1999)
	34	552.270-14	Changes (SEP 1999) (Variation)
AUDITS	35	552.215-70	Examination of Records by GSA (FEB 1996)
	36	52.215-2	Audit and Records—Negotiation (JUN 1999)
DISPUTES	37	52.233-1	Disputes (JULY 2002)
LABOR STANDARDS	38	52.222-26	Equal Opportunity (APR 2002) (Applicable to leases over \$10,000.)
	39	52.222-24	Preaward On-Site Equal Opportunity Compliance Evaluation (FEB 1999) (Applicable to leases over \$10,000,000.)
	40	52.222-21	Prohibition of Segregated Facilities (FEB 1999) (Applicable to leases over \$10,000.)
	41	52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$25,000.)
	42	52.222-36	Affirmative Action for Workers with Disabilities (JUN 1998) (Applicable to leases over \$10,000.)
	43	52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (Applicable to leases over \$25,000.)
	44	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (JAN 2005) (Applicable to leases over \$25,000.)
	45	52.215-12	Subcontractor Cost or Pricing Data (OCT 1997) (Applicable when the clause at FAR 52.215-10 is applicable.)
SUBCONTRACTING	46	52.219-8	Utilization of Small Business Concerns (MAY 2004) (Applicable to leases over \$100,000 average net annual rental, including option periods.)
	47	52.219-9	Small Business Subcontracting Plan (JUL 2005) (Applicable to leases over \$500,000.)
	48	52.219-16	Liquidated Damages—Subcontracting Plan (JAN 1999) (Applicable to leases over \$500,000.)

The information collection requirements contained in this solicitation/contract, that are not required by regulation, have been approved by the Office of Management and Budget pursuant to the Paperwork Reduction Act and assigned the OMB Control No. 3090-0163.

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LESSOR GOVERNMENT

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REPRESENTATIONS AND CERTIFICATIONS (Acquisition of Leasehold Interests in Real Property)	Solicitation Number	Dated
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Complete appropriate boxes, sign the form, and attach to offer.

The Offeror makes the following Representations and Certifications. NOTE: The "Offeror," as used on this form, is the owner of the property offered, not an individual or agent representing the owner.

1. 52.219-1 - SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 531190.
- (2) The small business size standard is \$19.0 Million in annual average gross revenue of the concern for the last 3 fiscal years.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) *Representations.*
- (1) The Offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.
- (2) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, for general statistical purposes, that it ☐ is, ☐ is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a women-owned small business concern.
- (4) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.
- (5) *[Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.]* The Offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.
- (6) *[Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.]* The Offeror represents, as part of its offer, that—
- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. *[The Offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____]* Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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INITIALS: _____ & _____
LESSOR GOVERNMENT

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(c) *Definitions.* As used in this provision—

"Service-disabled veteran-owned small business concern"—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

- (1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
- (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

(d) *Notice.*

- (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall-
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

2. 52.204-5 - WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

- (a) *Definition.* "Women-owned business concern," as used in this provision, means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) *Representation.* [Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The Offeror represents that it ☐ is a women-owned business concern.

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3. 52.222-22 - PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

(Applicable to leases over \$10,000.)

The Offeror represents that—

- (a) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It ☐ has, ☐ has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards. (Approved by OMB under Control Number 1215-0072.)

4. 52.222-25 - AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

(Applicable to leases over \$10,000 and which include the clause at FAR 52.222-26, Equal Opportunity.)

The Offeror represents that—

- (a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or
- (b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor. (Approved by OMB under Control Number 1215-0072.)

5. 52.203-02 - CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

(a) The Offeror certifies that—

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other Offeror or competitor relating to (i) those prices, (ii) the intention to submit an offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this offer have not been and will not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the Offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory—

- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above
[Insert full name of person(s) in the Offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the Offeror's organization];

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- (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (iii) As an agent, has not personally participated, and will not participate, in action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

6. 52.203-11 - CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2005)

(Applicable to leases over \$100,000.)

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The Offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989, —
 - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of a contract;
 - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the Offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
 - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

7. 52.209-5 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS (DEC 2001)

(Applicable to leases over \$100,000 average net annual rental, including option periods.)

- (a) (1) The Offeror certifies, to the best of its knowledge and belief, that—
 - (i) The Offeror and/or any of its Principals—
 - (A) Are ☐ are not ☐ presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
 - (B) Have ☐ have not ☐, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

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INITIALS: _____ & _____
LESSOR GOVERNMENT

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- (C) Are ☐ are not ☐ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.
- (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

8. 52.204-3 - TAXPAYER IDENTIFICATION (OCT 1998)

(a) *Definitions.*

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the Offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the Offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All Offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the Offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the Offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the Offeror's TIN.

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(d) *Taxpayer Identification Number (TIN).*

- ☐ TIN: _____
☐ TIN has been applied for.
☐ TIN is not required because:
☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
☐ Offeror is an agency or instrumentality of a foreign government;
☐ Offeror is an agency or instrumentality of the Federal government;

(e) *Type of organization.*

- ☐ Sole proprietorship; ☐ Government entity (Federal, State, or local);
☐ Partnership; ☐ Foreign government;
☐ Corporate entity (not tax-exempt); ☐ International organization per 26 CFR 1.6049-
4; ☐ Corporate entity (tax-exempt); ☐ Other _____

(f) *Common Parent.*

- ☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.
☐ Name and TIN of common parent:

Name _____

TIN _____

9. 52.204-6 – Data Universal Numbering System (DUNS) Number (OCT 2003)

- (a) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS number or "DUNS+4" that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the Offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11) for the same parent concern.
- (b) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number—
(i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
- (2) The Offeror should be prepared to provide the following information:
(i) Company legal business name.
(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
(iii) Company physical street address, city, state and zip code.
(iv) Company mailing address, city, state and zip code (if separate from physical).
(v) Company telephone number.
(vi) Date the company was started.
(vii) Number of employees at your location.
(viii) Chief executive officer/key manager.
(ix) Line of business (industry).
(x) Company Headquarters name and address (reporting relationship within your entity).

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INITIALS: _____ & _____
LESSOR GOVERNMENT

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10. DUNS NUMBER (JUN 2004)

Notwithstanding the above instructions, in addition to inserting the DUNS Number on the offer cover page, the Offeror shall also provide its DUNS Number as part of this submission:

DUNS # _____

11. CENTRAL CONTRACTOR REGISTRATION (JAN 2007)

The Central Contractor Registration (CCR) System is a centrally located, searchable database which assists in the development, maintenance, and provision of sources for future procurements. The Offeror must be registered in the CCR prior to lease award. The Offeror shall register via the Internet at <http://www.ccr.gov>. To remain active, the Offeror/Lessor is required to update or renew its registration annually.

☐ Registration Active and Copy Attached

☐ Will Activate Registration and Submit Copy to the Government Prior to Award

OFFEROR OR AUTHORIZED REPRESENTATIVE	NAME, ADDRESS (INCLUDING ZIP CODE)	TELEPHONE NUMBER
	_____ Signature	_____ Date

LEASE NO. GS-06P 80093

INITIALS: _____ & _____
LESSOR GOVERNMENT

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SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-06P-80093	DATE	PAGE 1 OF 1
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ADDRESS OF PREMISES

Wichita Mid-Continent Airport, 2173 Air Cargo Road, Wichita, KS 67209

THIS AGREEMENT, made and entered into this date by and between **WICHITA AIRPORT AUTHORITY**

whose address is 2173 Air Cargo Road
 Wichita, KS 67209

hereinafter called the Lessor, and the UNITED STATES OF AMERICA, hereinafter called the Government:

WHEREAS, the parties hereto desire to amend the above lease.

NOW THEREFORE, these parties for the considerations hereinafter mentioned covenant and agree that the said Lease is amended as follows:

Paragraph 4 is amended with the following:

The Government acknowledges that the Lessor is planning to construct a new terminal building at the Wichita Mid-Continent Airport. Construction of the new terminal will necessitate demolition of space currently occupied by the Government, prior to the end of the January 14, 2014 lease term. The Government agrees that the lease may be terminated upon a 90-day written notice from the Lessor stating that the space will no longer be available due to construction of the new terminal building.

The Lessor shall provide similar space to the Government in another facility on airport property, based upon space needs and operational requirements of the Government at that time. In such an event, a new lease will be executed and GS-06P-80093 will be terminated.

The Government may terminate this lease in whole or in part at any time after the 2nd year by giving at least 90 days' notice in writing to the Lessor and no rental shall accrue after the effective date of termination. Said notice shall be computed commencing with the day after the date of mailing.

– end –

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR

SIGNATURE	WICHITA AIRPORT AUTHORITY	NAME OF SIGNER
-----------	---------------------------	----------------

ADDRESS

IN THE PRESENCE OF (SIGNATURE)	NAME OF SIGNER
--------------------------------	----------------

UNITED STATES OF AMERICA

SIGNATURE	NAME OF SIGNER Matthew W. Helmering
	OFFICIAL TITLE OF SIGNER Contracting Officer

SUPPLEMENTAL LEASE AGREEMENT

SUPPLEMENTAL LEASE AGREEMENT NO. 1	TO LEASE NO. GS-06P-80093	DATE	PAGE 1 OF 1
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– end –

All other terms and conditions of the lease shall remain in force and effect.

IN WITNESS WHEREOF, the parties hereto have hereunto subscribed their names as of the date first above written.

LESSOR	
SIGNATURE	WICHITA AIRPORT AUTHORITY
NAME OF SIGNER	
ADDRESS	
IN THE PRESENCE OF (SIGNATURE)	NAME OF SIGNER
UNITED STATES OF AMERICA	
SIGNATURE	NAME OF SIGNER
	Matthew W. Helmering
	OFFICIAL TITLE OF SIGNER
	Contracting Officer

Minutes of the regular meetings dated March 9, and March 23, 2009 were read and on motion approved.

Bids were opened March 13, and March 20, 2009, pursuant to advertisements published on:

PUBLIC WORKS DEPARTMENT/ENGINEERING DIVISION: Sewers, Paving and Water Mains as per specifications (Exhibit Attached).

Sidewalk from the east line of Greenwich Road through Reserve A to a point approximately 320' east; Sidewalk to continue south through Reserve A east of existing pond terminating at the north line of 21st Street North to serve Village at Greenwich Addition (north of 21st Street North, east of Greenwich) (472-84757/766228/490246) Does not affect existing traffic. (District II) - \$34,000.00

Barkley Construction - \$ 11,700.00

Smithmoor Court to serve Smithmoor 11th Addition (west of Greenwich, south of Harry) (472-84756/766223/490241) Traffic to be maintained using flagpersons and barricades. (District II) - \$76,750.00

Cornejo & Sons Construction - \$ 59,944.30

KLINK 1R Resurfacing FY 2008-2009: State Highway K-42, Hoover Road to I-235, Phase 2 (472-84725a/706980/208445) Traffic to be maintained using flagpersons and barricades. (District IV)

Cornejo & Sons Construction - \$160,000.00*

*Negotiated to Engineer's Estimate

Lateral 416 Four Mile Creek Sewer to serve Willow Creek East 2nd Addition (east of Greenwich, south of Harry) (468-84553/744298/480987) Does not affect existing traffic. (District II)

Mies Construction - \$ 43,558.00

Storm Water Drain #352 to serve Willow Creek East 2nd Addition (east of Greenwich, south of Harry) (468-84555/751482/485373) Does not affect existing traffic. (District II)

Mies Construction - \$ 87,940.00

Pavement and Drainage Improvements for Topeka Street, Dewey Street to Waterman Street; Waterline Modifications to Topeka and Lewis Street Intersection (east of Broadway, north of Kellogg) (472-84745/707002/63210/209467/778600) See Plans for Traffic Instructions. (District I)

Kansas Paving Company - \$719,394.30

On motion the Board recommended that the contracts be awarded as outlined above, subject to check, same being the lowest and best bids within the Engineer's construction estimate.

PARK & RECREATION DEPARTMENT/RECREATION DIVISION: Harvest Swim Pool Deck Improvements

Caro Construction Co., Inc. - \$ 25,677.00

VARIOUS DEPARTMENTS, BOARDS AND AGENCIES; Glass – Window & Plate

Wickham Industries, Inc. - \$ 13,113.50 Base Bid (Reject Line 15)*
- \$ 800.00 Option 1 *

*Estimate – Contract approved on unit cost basis; refer to attachments.

WATER UTILITIES DEPARTMENT/SEWAGE TREATMENT DIVISION: Track Tractor

Foley Equipment Co., Inc. - \$ 284,300.00 Base Bid
- \$(65,842.00) Option 1
- \$ Included Option 2
- \$ 7,500.00 Option 3
- \$ 5,500.00 Option 4

PUBLIC WORKS DEPARTMENT/STORMWATER DIVISION: Rip-Rap 5x9 Stone, 18 and 24

A-Plus Inc., DBA A-Plus Trucking - \$ 110,724.40*

*Estimate – Contract approved on unit cost basis; refer to attachments.

WATER UTILITIES DEPARTMENT/WATER DISTRIBUTION DIVISION: Guillotine Pipe Saws and Blades

E H Wachs Co.** - \$ 55,904.00*

*Purchases utilizing Sole Source of Supply Ordinance No. 35-856, Section 2.(b)

**Plus Freight

On motion the Board recommended that the contracts be awarded as outlined above, same being the lowest and best bid.

On motion the Board of Bids adjourned.

**PRELIMINARY ESTIMATES
FOR CITY COUNCIL MARCH 24, 2009**

- a. Southeast 48 Inch Water Main, Phase 2a Lewis & Ida to Lewis & Green; Lewis Street Sanitary Sewer Adjustment/Relocation of Sanitary Sewer No. 23 Interceptor along I-135 from English to Pawnee Phase 1, English & I-135 Interceptor along I-135 from English to Pawnee Phase 1, English & I-135 (448-90310/468-84375/633796/624087/757002/655534) Traffic to be maintained using flagpersons and barricades. (District I,III) - \$9,169,999.00
- b. 16 Inch Water Main Extension at Ridge Road and K-42 for Mid Continent Water Reclamation Facility to serve Mid Continent 6th Addition (north of MacArthur, east of Ridge) (448-90370/635694/769742) Traffic to be maintained using flagpersons and barricades. (District IV) - \$275,000.00
- c. Sidewalk from the east line of Greenwich Road through Reserve A to a point approximately 320' east; Sidewalk to continue south through Reserve A east of existing pond terminating at the north line of 21st Street North to serve Village at Greenwich Addition (north of 21st Street North, east of Greenwich) (472-84757/766228/490246) Does not affect existing traffic. (District II) - \$34,000.00
- d. Smithmoor Court to serve Smithmoor 11th Addition (west of Greenwich, south of Harry) (472-84756/766223/490241) Traffic to be maintained using flagpersons and barricades. (District II) - \$76,750.00

**City of Wichita
City Council Meeting
March 24, 2009**

TO: Mayor and City Council Members

SUBJECT: Petition for Sanitary Sewer in Reed Commercial Addition (south of 21st, east of 127th St. East) (District II)

INITIATED BY: Department of Public Works

AGENDA: Consent

.....

Recommendation: Approve the Petition.

Background: The Petition has been signed by one owner representing 100% of the improvement district.

Analysis: The project will provide a sanitary sewer for a commercial development located south of 21st, east of 127th St. East.

Financial Considerations: The Petition totals \$16,000. The funding source is special assessments.

Goal Impact: The projects address the Efficient Infrastructure goal by providing sanitary sewer improvements required for a commercial development.

Legal Considerations: State Statutes provide that a Petition is valid if signed by a majority of resident property owners or owners of a majority of property in the improvement district.

Recommendation/Action: It is recommended that the City Council approve the Petition, adopt the Resolution and authorize the necessary signatures.

Attachments: Map, CIP Sheet, Petition and Resolution.

First Published in the Wichita Eagle on March 27, 2009

RESOLUTION NO. 09-076

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 7, MAIN 14, FOUR MILE CREEK SEWER (SOUTH OF 21ST, EAST OF 127TH ST. EAST) 468-84583 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 7, MAIN 14, FOUR MILE CREEK SEWER (SOUTH OF 21ST, EAST OF 127TH ST. EAST) 468-84583 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to construct Lateral 7, Main 14, Four Mile Creek Sewer (south of 21st, east of 127th St. East) 468-84583.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to be Sixteen Thousand Dollars (\$16,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after March 1, 2009, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

REED COMMERCIAL ADDITION

A portion of Lots 1 and 2, Block 1, more particularly described as follows:

A tract of land lying in portions of Lots 1 and 2, Block 1, Reed Commercial Addition, an addition to Wichita, Sedgwick County, Kansas, being located in the Northwest Quarter of Section 11, Township 27 South, Range 2 East of the 6th Principal Meridian, and being more particularly described as follows: BEGINNING at a westerly corner of said Lot 2 being 125.000 feet north of the southwest corner of said Lot 2; thence on a platted bearing of N88°33'26"E, parallel with the south line of said Lot 1, a distance of 468.05 feet; thence S00°51'36"E, parallel with the west line of said Lot 1, a distance of 533.18 feet to the south line of said Lot 1; thence S88°33'26"W, along the south line of said Lot 1, a distance of 468.05 feet to the southwest most corner of said Lot 1; thence N00°51'36" W along the west lines of said Lots 1 and 2, a distance of 533.18 feet to the POINT OF BEGINNING;

EXCEPT

A tract of land lying in a portion of Lot 1, Block 1, Reed Commercial Addition, an addition to Wichita, Sedgwick County, Kansas, being located in the Northwest Quarter of Section 11, Township 27 South, Range 2 East of the 6th Principal Meridian, and being more particularly described as follows: The South 161.16 feet of the west 468.05 feet of said Lot 1.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24th day of March, 2009.

CARL BREWER, MAYOR

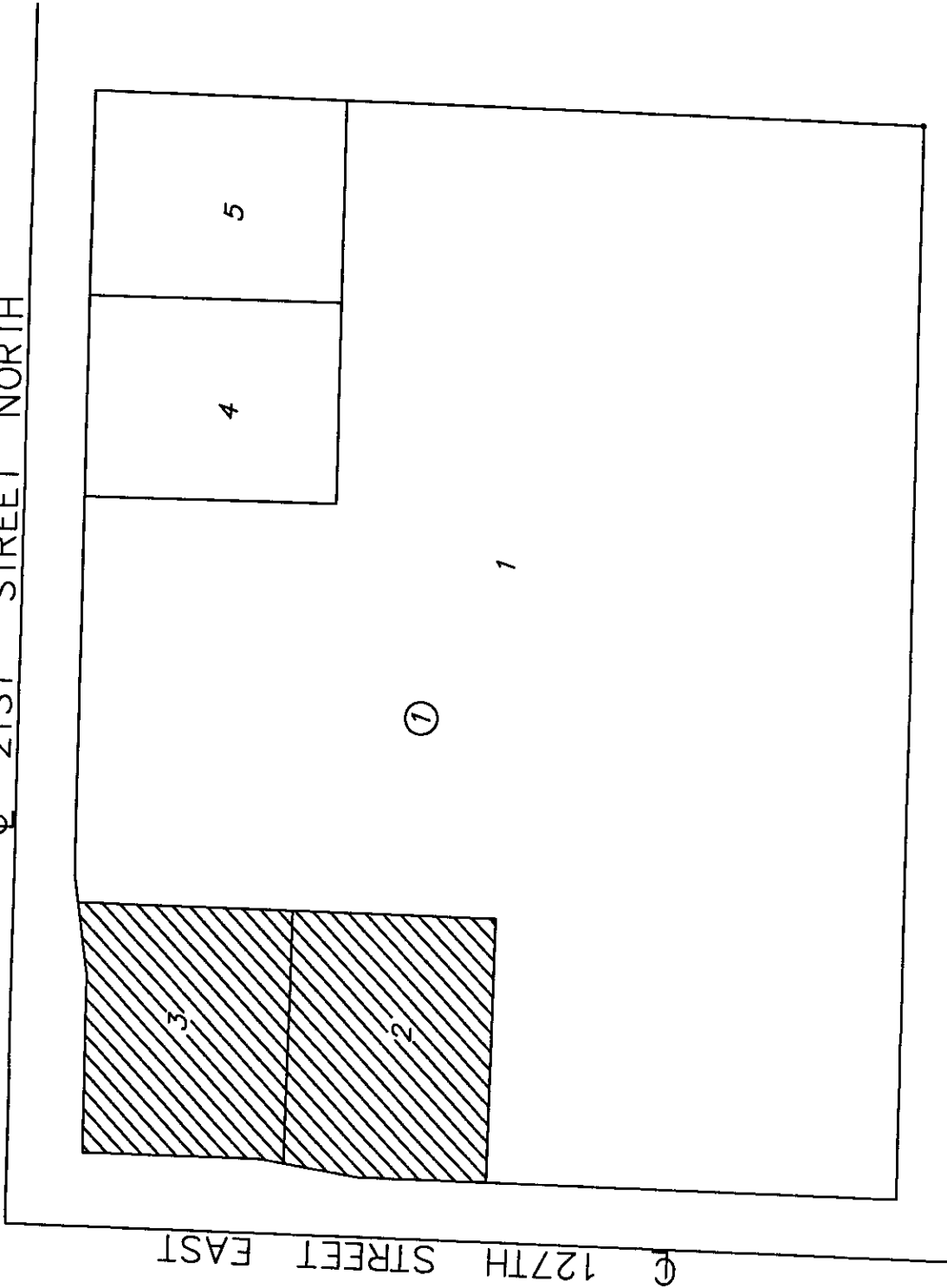
ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)

REED COMMERCIAL ADDITION

☐ 21ST STREET NORTH



PROPOSED IMPROVEMENT DISTRICT ☐
 (ACTUAL ALIGNMENT TO BE
 DETERMINED BY DESIGN ENGINEER)



CAPITAL IMPROVEMENT

PROJECT AUTHORIZATION

CITY OF WICHITA

USE:

To Initiate Project
To Revise Project

x

1. Prepare in triplicate
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

1. Initiating Department Public Works	2. Initiating Division Eng	3. Date 3/3/2009	4. Project Description & Location Sanitary Sewer in Reed Commercial Addition
5. CIP Project Number NI-200424	6. Accounting Number	7. CIP Project Date (Year) 2009	8. Approved by WCC Date
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised	

12. Project Cost Estimate			
ITEM	GO	SA	OTHER
Right of Way			
Paving, grading & const.			
Bridge & Culverts			
Drainage			
Sanitary Sewer		\$16,000	
Sidewalk			
Water			
Streetscape			
Totals		\$16,000	
Total CIP Amount Budgeted			\$16,000
Total Prelim. Estimate			

12A.

Platting Required	Yes	No
Lot Split		
Petition	x	
Ordered by WCC		

Remarks:

100% Petition
*Sanitary Sewer Utility
Lateral 7, Main 4 Four Mile Creek Sewer
468-84583

13. Recommendation:

Approve the petition and adopt the resolution

Division Head
For *[Signature]*
03/05/09

Department Head

[Signature]

Budget Officer

[Signature]
3/6/2009

City Manager

Date

RECEIVED

FEB 20 '09

H
1

SANITARY SEWER LATERAL PETITION

CITY CLERK OFFICE

To the Mayor and City Council
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

REED COMMERCIAL ADDITION

A portion of Lots 1 and 2, Block 1, more particularly described as follows:

A tract of land lying in portions of Lots 1 and 2, Block 1, Reed Commercial Addition, an addition to Wichita, Sedgwick County, Kansas, being located in the Northwest Quarter of Section 11, Township 27 South, Range 2 East of the 6th Principal Meridian, and being more particularly described as follows: BEGINNING at a westerly corner of said Lot 2 being 125.000 feet north of the southwest corner of said Lot 2; thence on a platted bearing of N88°33'26"E, parallel with the south line of said Lot 1, a distance of 468.05 feet; thence S00°51'36"E, parallel with the west line of said Lot 1, a distance of 533.18 feet to the south line of said Lot 1; thence S88°33'26"W, along the south line of said Lot 1, a distance of 468.05 feet to the southwest most corner of said Lot 1; thence N00°51'36"W along the west lines of said Lots 1 and 2, a distance of 533.18 feet to the POINT OF BEGINNING;

EXCEPT

A tract of land lying in a portion of Lot 1, Block 1, Reed Commercial Addition, an addition to Wichita, Sedgwick County, Kansas, being located in the Northwest Quarter of Section 11, Township 27 South, Range 2 East of the 6th Principal Meridian, and being more particularly described as follows: The South 161.16 feet of the west 468.05 feet of said Lot 1.

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as follows:

(a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.

(b) That the estimated and probable cost of the foregoing improvements being Sixteen Thousand Dollars (\$16,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after March 1, 2009.

(c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

Reed Commercial Addition -- Sanitary Sewer Petition

GJA/cw 02121

Page 1

468- 84583

Lateral 7,

Main 14, FMC

(South of 21st,

East of

127th St. East)

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a square foot basis.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

- 2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
- 3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.
- 4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
-------------------	-----------	------

REED COMMERCIAL ADDITION

Part of Lots 1 and 2, Block 1; as described above.

Reed 127th/Commercial, LLC, a Kansas
Limited Liability Company

By: James R. Stockton 2/16/09
Jim Stockton, Vice President
Ritchie Investment Company, Inc., as Manager

**REED COMMERCIAL ADDITION
SANITARY SEWER PETITION
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS	170	LF	\$ 24.00	\$ 40.00	\$ 6,800.00
Manholes	1	EA	\$ 3,000.00		\$ 3,000.00
				Contingencies @ 20% +/-	\$ 1,960.00
				Construction Total	\$ 11,760.00
				50% Engineering, Administration, Etc.	\$ 4,116.00
				TOTAL	\$ 15,876.00

For Petition Use \$16,000.00

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.
Company

Cynthia X. Wunack
Authorized Signature

411 N. Webb Road

Wichita, Kansas
Address

316-684-9600
Telephone

Sworn to and subscribed before me this 20 day of February 2009

James Edwards
Deputy City Clerk



**City of Wichita
City Council Meeting
March 24, 2009**

TO: Mayor and City Council

SUBJECT: Community Events

INITIATED BY: Division of Arts & Cultural Services (District VI)

AGENDA: Consent

Recommendation: Approve the request for street closures.

Background: In accordance with the Community Events Procedure, the event promoter Stephanie Flaming, Orpheum Performing Arts Center is coordinating with City of Wichita Staff, subject to final approval by the City Council.

Analysis: The following street closure request has been submitted:

2009 Orpheum Street Car Show May 3, 2009 12:00 pm – 7:00 pm

- First Street, Market to Topeka – not including intersections.
- Broadway, Douglas to Second Street – not including intersections.

Client will arrange to remove blockades as necessary to allow business owners and emergency vehicle access during entire designated time period. Blockades will be removed immediately upon completion of the event.

Financial Consideration: The event sponsor is responsible for all costs associated with special event.

Goal Impact: Enhance the Quality of Life

Legal Consideration: None

Recommendation/Actions: It is recommended that the City Council approve the request subject to: (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department. (3) Certificate of Liability Insurance on file with the Community Events Coordinator.

**City of Wichita
City Council Meeting
March 24, 2009**

TO: Mayor and City Council Members

SUBJECT: Design Improvements to the Kansas Aviation Museum (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Consultant Selection and Contract.

Background: The Kansas Aviation Museum Board is aspiring to upgrade the museum to world class status in keeping with the City of Wichita's reputation as the Air Capitol of the World. The City of Wichita has agreed to provide the funds for the design work for these necessary upgrades at a cost not to exceed \$75,000. The Board of Directors of Kansas Aviation Museum has agreed to make a good faith effort to raise additional funds prior to the commencement of construction.

Analysis: Request for Proposal (RFP) (FP800116) was mailed on December 19, 2008. Six (6) firms responded to the proposal as follows: Davidson Architecture + Urban Design, LLC at \$66,500.00; El Dorado Inc – incomplete fee proposal; Hanney & Associates at \$29,000.00; LawKingdon Architecture at \$42,350.00; Schaefer Johnson Cox Fey Architecture at \$73,000.00; and WDS Architects – incomplete fee proposal. The four firms with complete fee proposals were invited for interviews. The two firms with incomplete fee proposals were informed that they had been disqualified from further consideration due to their failure to adequately respond to the conditions of the RFP.

The Staff Screening and Selection Committee (SS&SC) at their February 4, 2009 meeting selected the Architectural firm LawKingdon Architecture for the design of this project at a fee of \$42,350.00. ***Even though their proposal was not the lowest, LawKingdon was selected based on a combination of their fee proposal, qualifications, and past experience with museum related projects.***

Financial Considerations: Funding for design work is authorized in the 2007-2016 Capital Improvement Program (CIP) Cultural Facilities Enhancements.

Goal Impact: The primary objective of this contract is to provide Improved Environmental Health and Community Safety, Maintained and Optimized Public Facilities and Assets through provision of an efficient and accessible first class museum.

Legal Considerations: The Law Department approved the contract as to form.

Recommendations/Actions: It is recommended that the City Council approve the selection of LawKindgon Architecture, approve the Contract and authorize the necessary signatures.

Attachments: Contract and SS&SC minutes

CONTRACT FOR ARCHITECTURAL SERVICES

THIS AGREEMENT, Made and entered into this _____ day of _____, 2009,

BY AND BETWEEN

THE CITY OF WICHITA, KANSAS,
A Municipal Corporation, hereinafter
referred to as

"OWNER"

AND

LAWKINGDON ARCHITECTURE,
hereinafter referred to as

"ARCHITECT"

WHEREAS, The CITY is authorized by law to employ consulting architects and engineers to assist in the plans, supplemental specifications (if required) and the estimates of costs of work for the PROJECT; and

WHEREAS, the OWNER desires to have plans and specifications prepared and to construct the proposed Design Improvements at the Kansas Aviation Museum, hereinafter referred to as the "PROJECT"; and

WHEREAS, ARCHITECT wishes to provide professional services to the OWNER to do such plans, specifications, and related services therefore:

NOW, THEREFORE, in consideration of the promises and covenants herein contained and to be performed, the parties hereto agree as follows:

I. PURPOSE:

The OWNER employs the ARCHITECT and he agrees to perform all necessary professional services hereinafter set forth in connection with the Kansas Aviation Museum upgrades located at 3350 S. Washington Boulevard in Wichita, Sedgwick County, Kansas.

II. BASIC SERVICES:

The ARCHITECT shall render all architectural services necessary as set out in EXHIBIT "A" a copy of which is attached hereto and which is incorporated herein by reference.

III. THE ARCHITECT AGREES

- A. To provide the various technical and professional services and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- B. To attend meetings with the OWNER and other local, State and Federal agencies as necessitated by the SCOPE OF SERVICES (Exhibit "A").
- C. To make available during regular office hours, all calculations, sketches and drawings such as the OWNER may wish to examine periodically during performance of this Agreement.

- D. To save and hold **OWNER** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of **ARCHITECT**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by **ARCHITECT** and, where relevant to method of payment, to make such material available to the **OWNER**.
- F. To comply with Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the **OWNER'S** Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article V and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with the tasks as outlined in the SCOPE OF SERVICES (Exhibit "A").
- H. To complete the services to be performed by **ARCHITECT** within the time allotted for the PROJECT in accordance with Paragraph VI, Time of Completion; EXCEPT that the **ARCHITECT** shall not be responsible or held liable for delays occasioned by the actions or inactions of the **OWNER** or other agencies, or for other unavoidable delays beyond the control of the **ARCHITECT**.
- I. Covenants and represents to be responsible for the professional and technical accuracy and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the **ARCHITECT** under this Agreement. **ARCHITECT** further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by **ARCHITECT**, its agents, employees and subcontractors, under this Agreement, including any addition, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. **ARCHITECT** shall procure and maintain such insurance as will protect the **ARCHITECT** from damages resulting from the negligent acts of the **ARCHITECT**, its officers, and employees in the performance of the professional services rendered under this Agreement. Such policy of insurance shall be in an amount not less than \$500,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation - Statutory Employer's Liability
\$500,000 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the **ARCHITECT** that shall be written in a comprehensive form and shall protect **ARCHITECT** against all claims arising from injuries to persons (other than **ARCHITECT'S** employees) or damage to property of the **OWNER** or others arising out of any negligent act or omission of **ARCHITECT**, its agents, officers, employees or subcontractors in the performance of the professional services under this Agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the **OWNER** before the time **ARCHITECT** starts any work under this Agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the **OWNER** shall be given thirty (30) days written notice by the insurance company before such policy is canceled.

- K. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **ARCHITECT** agrees to advise the **OWNER**, in writing, of the person designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this Agreement. The **ARCHITECT** shall also advise the **OWNER** of any changes in the person designated Project Manager. Written notification shall be provided to the **OWNER** for any changes exceeding one week in length of time.

The designated Project Manager SHALL coordinate ALL aspects of this Project through the **OWNER'S** Project Manager. The **OWNER'S** Project Manager MUST approve any requests from any other staff agency, which would affect the **ARCHITECTS** time or expense relative to this Project.

IV. THE OWNER AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the **OWNER'S** files at no cost to the **ARCHITECT**. The **ARCHITECT** will keep confidential material so furnished confidential.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the **ARCHITECT**, except as specified in EXHIBIT "A".
- C. To pay the **ARCHITECT** for his services in accordance with the requirements of this Agreement.
- D. To provide the right-of-entry for **ARCHITECT'S** personnel in performing field surveys and observations.
- E. To designate a Project Manager for the coordination of the work that this Agreement requires to be performed. The **OWNER** agrees to advise, the **ARCHITECT**, in writing, of the person designated as Project Manager with the issuance of the notice to proceed on the work required by this Agreement. The **OWNER** shall also advise the **ARCHITECT** of any changes in the person designated Project Manager. Written notification shall be

provided to the **ARCHITECT** for any changes exceeding one week in length of time.

F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by **ARCHITECT** in a timely fashion.

G. To save and hold **ARCHITECT** harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions, or negligent acts of **OWNER**, its agents, servants, employees, or subcontractors occurring in the performance of its services under this Contract.

V. PAYMENT PROVISIONS:

The **OWNER** agrees to pay the **ARCHITECT** for services rendered under this Agreement and as specifically detailed in **EXHIBIT "A"**, a total fee established as follows:

A. The Consultant shall develop a design, construction budget and bid documents as follows:

Phase I: Design Phase

- Design will be coordinated with the local Historic Preservation Office for approval.
- Design will meet or exceed all current applicable code requirements of governing agencies, and will be in compliance with requirements of the Americans with Disabilities Act (ADA).
- Design will include Electrical Upgrades.
- Installation of an elevator.
- Upgrading restrooms so as to comply with ADA.
- Evaluation of existing HVAC systems with a recommendation for updating or replacement.
- Designs shall be done to maintain the integrity of the building for future generations of visitors while meeting today's requirements.

Phase II: Construction Documents, Bidding and Construction Administration

- Consultant will provide Construction Documents for the project based on the approved design and updated budget for the project. The Construction Documents shall set forth in detail the requirements for construction for the project. The Construction Documents shall include drawings and specifications that establish in detail the quality levels of materials and systems required for the project.
- Consultant will prepare the detailed construction drawings and specifications breaking out portions of the construction and/or equipment to be bid as add alternates, so the City can maximize the bidding process and funds available.
- During the bidding the consultant will attend the pre-bid conference, write and coordinate, and otherwise aid in the issuance of addenda or provide clarifications as required, and assist the City in receiving and evaluating bids.
- During the actual construction, the consultant will be responsible for the general administration of the project and provide periodic monitoring of the construction in accordance with professional standards. Review shop drawings and provide consultation and advice during construction.

The fee payable for Phase I is \$16,940.00 and for Phase II is \$25,410.00 for a total of \$42,350.00.

- B. Payments are payable to the **ARCHITECT** within thirty (30) working days from the date of receipt of invoice. If any invoice is outstanding for more than thirty (30) working days from the date due, the **ARCHITECT** shall have the right, in addition to any and all other rights provided, to refuse to render further services to the **OWNER** and such act or acts shall not be deemed a breach of this agreement. Continued performance and/or completion of work by the **ARCHITECT** under this agreement are contingent upon payment of fees by the **OWNER**. The **OWNER** shall reimburse the **ARCHITECT** for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
- C. When requested by the **OWNER**, the **ARCHITECT** will enter into a Supplemental Agreement for additional services related to the **PROJECT** such as, but not limited to:
 - 1. **ARCHITECT** or witness for the **OWNER** in any litigation, administrative hearing, and other legal proceedings related to the **PROJECT**.
 - 2. Additional design services not covered by the scope of this Agreement.
 - 3. Construction staking, material testing, observation and administration related to the **PROJECT**.
 - 4. A major change in the **SCOPE OF SERVICES** for the **PROJECT**.
- D. If additional work should be necessary, the **ARCHITECT** will be given written notice by the **OWNER** along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except based on a Supplemental Agreement duly entered into by the parties.
- E. If services are rendered by the **ARCHITECT** for the **PROJECT(s)** or portions of the **PROJECT(s)**, but the **OWNER** elects to cancel the **PROJECT(s)** or portions thereof the **ARCHITECT** shall be compensated at an amount in proportion to the services rendered as stated in Paragraph A above, multiplied by the percentage completed.
- F. This fee shall be payable in monthly installments, and in proportion to the services performed, payable upon the satisfactory performance of the service.

VI. TIME OF COMPLETION:

The **ARCHITECT** agrees to complete all phases of this **PROJECT** as follows:

- A. To complete Phase I in four calendar weeks from the date of approval of the Contract.
- B. To complete Phase II in six calendar weeks from the date of instruction to embark on it.
- C. The **OWNER** agrees to cooperate with the **ARCHITECT** in considering drawings and

data submitted and to make necessary decisions promptly to facilitate completion in the stipulated time; and the **OWNER** agrees to furnish promptly to the **ARCHITECT** upon written request any approvals and instructions required to be given by the **OWNER** to the **ARCHITECT** under the terms of the Contract.

VII. REVISIONS OF PLANS:

Unless the **OWNER** officially in written form has authorized an increase in funds established for the construction estimates of cost, the **ARCHITECT** agrees to make any such revisions in plans and specifications as are necessary and as are satisfactory to the **OWNER**, to bring the **PROJECT** within the approved estimated cost, such revisions to be made at his own expense without cost to the **OWNER**, whether or not said plans and specifications have theretofore been approved by the **OWNER**; PROVIDED, that if said plans and specifications have been approved by the **OWNER**, should the **OWNER** desire any material changes in the type of construction or other changes not necessary to be made for the purpose of bringing the cost of the **PROJECT** within the estimate, the **OWNER** shall pay the **ARCHITECT** the cost of making such revisions.

VIII. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the **OWNER** to terminate this Agreement, upon fourteen days prior written notice, in the event the **PROJECT** is to be abandoned or indefinitely postponed, or because of the **ARCHITECT'S** inability to proceed with the work, or because the services of the **ARCHITECT** are unsatisfactory; PROVIDED, however, that in any case the **ARCHITECT** shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this Agreement, in no case shall payment be more than the **ARCHITECT'S** actual costs plus a fee for profit based upon a fixed percentage of the **ARCHITECT'S** actual costs. The **ARCHITECT** may terminate this Agreement upon giving the **OWNER** 30 days prior written notice for breach by the **OWNER** of any material term, including but not limited to payment terms.
- B. That the field notes and other pertinent drawings and documents pertaining to the **PROJECT** shall become the property of the **OWNER** upon completion or termination of the **ARCHITECT'S** services and payment in full of monies due the **ARCHITECT**, in accordance with this Agreement. The **OWNER** shall not re-use or make any modification of the plans and specifications without the prior written authorization of the **ARCHITECT**. The **OWNER** agrees to hold the **ARCHITECT** harmless from all claims, liability or cost, including reasonable attorney fees and defense costs, which arise out of such further use without the participation of the **ARCHITECT**.
- C. That the services to be performed by the **ARCHITECT** under the terms of this Agreement are personal and cannot be assigned sublet or transferred without specific consent of the **OWNER**. The **OWNER** shall not assign or transfer rights or interest in this Agreement without specific consent of the **ARCHITECT**.
- D. In the event of unavoidable delays in the progress of the work contemplated by this Agreement, reasonable extensions in the time allotted for the work will be granted by the **OWNER**, provided, however, that the **ARCHITECT** shall request extensions, in writing,

giving the reasons therefore.

- E. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the **OWNER'S** review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the **ARCHITECT** under this Agreement shall be construed to operate as a waiver of any right under this Agreement or any cause of action arising out of the performance of this Agreement.
- G. The rights and remedies of the **OWNER** and the **ARCHITECT** provided for under this Agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this Contract, that it is not intended by any of the provisions of any part of this Contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this Contract to maintain a suit for damages pursuant to the terms or provisions of this Contract.
- I. Unless otherwise stipulated in this Agreement, all subcontractors retained to assist **ARCHITECT** in performing his duties will be paid by the **ARCHITECT**.
- J. The **ARCHITECT** agrees to employ mechanical and electrical engineers, if necessary, as determined by the **ARCHITECT** and **OWNER** jointly, for design and analysis and to pay the fees as contracted for with the individual engineers for such services. These fees are not reimbursable expenses.
- K. Special Consultants or Subcontractors are those who provide services other than those provided by the **ARCHITECT**. If it is requested that any Special Consultants or Subcontractors be retained on the **OWNER'S** behalf, their charges will be paid separately and directly by the **OWNER**. Invoicing and payment shall be arranged separately between the **OWNER** and the Special Consultants or Subcontractors.
- L. If a firm or firms are separately engaged by the **OWNER** to work under the general direction of the **ARCHITECT**, the **ARCHITECT** shall have no responsibility or technical sufficiency of the services of such separately engaged firms.
- M. It is further agreed that this Agreement and all Contracts entered into under the provisions of this Agreement shall be governed by the laws of the State of Kansas.
- N. Unless otherwise provided in this Agreement, the **ARCHITECT** and employees, or subcontractors shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials in any form at the Project site, including but not limited to asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic substances

IN TESTIMONY WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

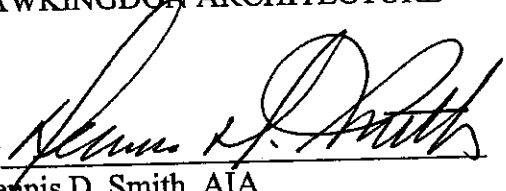
CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett
City Clerk

LAWKINGDON ARCHITECTURE

by 
Dennis D. Smith, AIA
President

APPROVED AS TO FORM:



Gary E. Rebenstorf
Director of Law

EXHIBIT A

SCOPE OF SERVICES

DESIGN FOR UPGRADES AT THE KANSAS AVIATION MUSEUM

Scope of Architectural/Engineering Design Services

The consultant shall develop a design, construction budget and bid documents as follows:

Phase I: Design Phase

- Design will be coordinated with the local Historic Preservation Office for approval.
- Design will meet or exceed all current applicable code requirements of governing agencies, and will be in compliance with requirements of the Americans with Disabilities Act (ADA).
- Design will include Electrical Upgrades.
- Installation of an elevator.
- Upgrading restrooms so as to comply with ADA.
- Evaluation of existing HVAC systems with a recommendation for updating or replacement.
- Designs shall be done to maintain the integrity of the building for future generations of visitors while meeting today's requirements.

Phase II: Construction Documents, Bidding and Construction Administration

- Consultant will provide Construction Documents for the project based on the approved design and updated budget for the project. The Construction Documents shall set forth in detail the requirements for construction for the project. The Construction Documents shall include drawings and specifications that establish in detail the quality levels of materials and systems required for the project.
- Consultant will prepare the detailed construction drawings and specifications breaking out portions of the construction and/or equipment to be bid as add alternates, so the City can maximize the bidding process and funds available.
- During the bidding the consultant will attend the pre-bid conference, write and coordinate, and otherwise aid in the issuance of addenda or provide clarifications as required, and assist the City in receiving and evaluating bids.
- During the actual construction, the consultant will be responsible for the general administration of the project and provide periodic monitoring of the construction in accordance with professional standards. Review shop drawings and provide consultation and advice during construction.

The ARCHITECT will furnish or provide as a minimum the following services as listed below:

1. Schematic design.
2. Design development.
3. Construction documents and specifications.

4. Services during the Bid Phase.
5. Construction Administration Services.
6. Structural, electrical, civil, mechanical and plumbing engineering services.
7. Project cost estimates/budgets.

SCHEMATIC DESIGN PHASE

The purpose of the Schematic Design Phase is to establish design parameters and Client objectives relating to the PROJECT. During this phase, the following issues will be addressed as a minimum:

1. Meet with City of Wichita (COW) appointed representative(s) and Kansas Aviation Museum Board to establish administrative procedures and review the time line for the Project.
2. Establish a work plan to outline the tasks to be undertaken and the time frames for review with COW appointed representative(s), including a list of groups/individuals that should be contacted to review the needs for the facilities.
3. Tour the Kansas Aviation Museum and document the existing conditions.
4. Examine the plans and specifications for the Museum to familiarize the team with the building and site requirements/specifications.
5. Review prioritized goals, improvements, and modifications as they relate to the development of the schematic design concepts.
6. The schematic design drawings will include all the necessary disciplines and a preliminary estimate of construction cost.
7. **ARCHITECT** agrees to provide **OWNER** with a written accounting of the PROJECT scope and schedule of estimated PROJECT costs. In the event **OWNER** does not approve, Paragraph VII of basic Contract will apply.

DESIGN DEVELOPMENT PHASE

Based on approved plan and project cost estimates/budgets from the previous phase, **ARCHITECT** will develop design drawings, outline specifications and updated construction budget for the PROJECT to the extent all significant systems, structures, materials, equipment and furnishings are realized and can be realistically budgeted for **OWNER'S** approval. This will include but not be limited to floor plans and elevations. This phase will also define the location, quantity, and quality, of the prioritized and approved improvements desirable to complete the PROJECT. This should include but not be limited to the following:

1. Design will be presented to and have approvals from the City staff, City Council, Design Council District Advisory Boards, Museum Board, Planning Commission Project Committee and other Boards/Agencies as deemed necessary.
2. Designs will meet current applicable code requirements of governing agencies, and will comply and/or exceed the minimum requirements of the Americans with Disabilities Act (ADAAG). An ADA construction review will be conducted prior to substantial completion certificate being issued.

3. Mechanical and electrical systems (including lighting) will be energy efficient and reliable as determined by **OWNER** and **ARCHITECT**.
4. Plumbing systems will be commercial quality and durable.
5. The design will include conceptual design recommendation(s) by the **ARCHITECT**, supported by line drawings and elevations.
6. **ARCHITECT'S** basic design shall anticipate a base bid for construction and "ADD" alternates to allow **OWNER** maximum financial flexibility.
7. The design will include conceptual design recommendation(s) by the **ARCHITECT**, supported by at least one colored elevation, sufficient for presentations as needed.
8. The drawings and outline specifications are to be sufficiently comprehensive to permit, without need for further architectural study, prompt completion of final detailed plans and specifications.
9. Provide formal and precise estimate of probable construction cost for all material, equipment, and furnishings as will be provided by the construction contracts under the Construction Documents.

ARCHITECT agrees to provide **OWNER** with a written accounting of the **PROJECT** scope and schedule of estimated **PROJECT** costs. In the event, **OWNER** does not approve; Paragraph VII of basic Contract will apply.

If their employment is authorized in advance, the **OWNER** will pay the fee of any special consultant for other than the normal structural, mechanical, plumbing, electrical and civil engineering services.

Furnish five (5) copies of the approved Design and estimated construction budget.

WORKING DRAWINGS AND SPECIFICATIONS PHASE:

1. Prepare the detailed construction drawings and specifications after full consideration has been given to the Design Phase sketches and estimates. Obtain approvals of State or other agencies to the drawings and specifications. Prepare proposals, forms, and notices to bidders. Set forth in detail and prescribe the work to be done; the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, plumbing, electrical, service connected equipment, and site work, and contract documents satisfactory to the **OWNER** for the effective coordination and efficient execution of the construction work.

2. Present the Construction Documents to the Project Committee at 50 percent complete for the purpose of informing the Committee on the progress of the PROJECT including an update of the construction estimate.
3. Coordinate engineering disciplines including structural, mechanical, electrical, plumbing, on the PROJECT with the Architectural Documents.
4. Coordinate the interior design, and provide finishes for the project.
5. Submit completed Construction Documents to the COW for plan check, and make any corrections necessary for the general contractor to obtain a building permit. Plan review fees are not included but will be paid from the project by the **OWNER**.
6. The **ARCHITECT** will use the **OWNERS** Modified Construction Contract and General Conditions packages (AIA 101 and 201 modifications) that have been prepared by the City of Wichita, Law Department when American Institute of Architects (AIA) form documents are used in connection with the City's construction of buildings.
7. The **ARCHITECT** will provide final plans, field notes and other pertinent PROJECT mapping records via media acceptable to the **OWNER**. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the Schematic Design Phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, **ARCHITECT** will also need to supply electronic files of the drawings in PDF format. (Refer to Exhibit E)
8. Furnish a formal written estimate of the probable cost of constructing the PROJECT according to the completed drawings and specifications as approved. In the event said cost estimates are not approved by the **OWNER**, Paragraph VII of basic Contract will apply.
9. Conduct the necessary code analysis, consult with governing authorities having jurisdiction over the PROJECT, and incorporate their requirements into the construction documents for the PROJECT.

Furnish six (6) sets of drawings and specifications.

BIDDING PHASE

1. Deliver the original tracings of the Final approved plans to the **OWNER** for their use in printing plans for prospective bidders.

2. Reproduction of the completed plans and specifications for use in bidding purposes will be paid by **OWNER**. **ARCHITECT** will coordinate with **OWNER** for selected reproduction vendor with vendor invoicing **OWNER** direct.
3. Review bidding documents for completeness and coordination before release for bids. Issue Bidding Documents to bidders.
4. Attend pre-bid conference(s), as scheduled to provide guidance to the **OWNER** and to prospective bidders.
5. Write and coordinate and otherwise aid in the issuance of addenda or provide clarifications as required.
6. Assist the **OWNER** in identifying prospective bidders.
7. Furnish a formal written estimate of probable construction costs in a sealed envelope to the Special Projects Coordinator three (3) days before the bid opening.
8. Attend formal bid opening(s).
9. Assist the **OWNER** in receiving and evaluating bids.
10. Assist the **OWNER** in final recommendation of prime contractor.
11. Review alternate cost savings methods with the **OWNER** and accepted contractor if **PROJECT** is over budget.
12. In the event that bids received exceed the **ARCHITECT'S** final official and approved estimate of construction cost, **ARCHITECT** agrees to cooperate with **OWNER** without additional architectural fees in revising the **PROJECT** scope and quality as required to reduce the construction cost. (Refer to Paragraph VII of the basic Contract).

CONSTRUCTION PHASE

1. Be responsible for the general administration of the **PROJECT** and provide periodic monitoring of the construction in accordance with professional standards. Review information provided by such inspection bureaus and testing laboratories as may be employed by the **OWNER** for such work. Endeavor to guard the **OWNER** against defects and deficiencies in the work of contractors. The **ARCHITECT** will condemn work, which fails to conform to the Contract Documents. The **ARCHITECT** will prepare certificates of payments due the contractor. By issuing a Certificate for Payment, the **ARCHITECT** will along with **OWNER'S** Project Manager represent to the **OWNER** that, to the best of their knowledge, information and belief based on general practice in the area at

this time and based on what their observations have revealed, the quality of work is in accordance with the Contract Documents.

2. For changes in the PROJECT prepare such large – scale or full – size drawings to supplement the working drawings as to permit the proper completion of the work; review shop drawings and material sample submittals for architectural, structural, and electrical portions of the related facilities.
3. Provide consultation and advice during construction.
4. Review submittal material on the PROJECT for conformance to the Contract Documents.
5. Assist OWNER in preparing the AIA 101 – 201 Contract Documents and receiving of Bonds and Insurance.
6. Issue Notice to Proceed to the successful bidder.
7. The general monitoring by the **ARCHITECT** is to be distinguished from the continuous on-site inspection of a Project Manager assigned by the **OWNER** (Reference Paragraph IV of the contract for architectural services).
8. The **ARCHITECT** will designate critical construction observation points in advance, to the **OWNER** in writing.
9. Issue necessary interpretations and clarifications of the Contract Documents.
10. Prepare a punch list for the construction, and participate in final punch list review.
11. Secure maintenance and operational manuals from Contractor including descriptions and maintenance procedures for the new facility.
12. Deliver to the **OWNER** one (1) set of Xerox or vellums of the contractor's record drawings (plans), as changed or corrected by the Contractor for the PROJECT, such reproductions to become the property of the **OWNER**.
13. Make final inspection before acceptance of building by the **OWNER**. Complete a final construction report.
14. Provide a joint site visit eleven (11) months after substantial completion to identify any warranty concerns. Provide a final construction report.

EXHIBIT B

REVISED NON-DISCRIMINATION AND EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
 - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
 - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
 - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
 - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole

or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

FROM THE FOREGOING, THE FIRM OF LAWKINGDON ARCHITECTURE IS HEREBY RECOMMENDED FOR AWARD OF DESIGN SERVICES OF PHASE I AND PHASE II AT THE KANSAS AVIATION MUSEUM AT THEIR QUOTED PRICE OF \$ 42,350.00

Minutes taken by;

Charles Karugu – Project Manager

KANSAS AVIATION MUSEUM – REQUEST FOR PROPOSAL NUMBER FP800116:

STAFF SCREENING AND SELECTION COMMITTEE

MINUTES OF SELECTION INTERVIEWS HELD ON WEDNESDAY, FEBRUARY 4TH 2009 BETWEEN 10.00 A.M. AND 12.15 P.M.

PRESENT:

1. CLARENCE ROSE.....PURCHASING
2. ELIZABETH GOLTRY WADLE.....FINANCE
3. JEANNE GOODVIN.....CITY MANAGER'S OFFICE
4. JIM ARMOUR.....ENGINEERING
5. JOE ALLEN LANG.....LAW
6. JOHN D'ANGELO.....CITY MANAGER'S OFFICE
7. KATHY MORGAN.....PLANNING
8. NORMAN JAKOVAC.....PUBLIC WORKS
9. CHARLES KARUGU.....PUBLIC WORKS (NON-VOTING) – TAKING MINUTES

ITEM 1:

The meeting unanimously agreed that the two consultants; El Dorado Inc and WDM Architects, who had submitted incomplete fee proposals, should not be interviewed for the project.

ITEM 2: FEES STRUCTURE

- a. Davidson Architecture & Urban Design LLC - \$66,500.00
- b. Hanney & Associates Architects - \$29,000.00
- c. LawKingdon Architecture - \$42,350.00
- d. Schaeffer Johnson Cox Frey Architecture - \$74,000.00

ITEM 2 – RANKINGS:

- a. 7 of the 8 committee members ranked LawKingdon Architecture 1st overall.
1 out of 8 committee members ranked LawKingdon Architecture 2nd overall
- b. 7 of the 8 committee members ranked Schaeffer Johnson Cox Frey Architecture 2nd overall.
1 out of 8 committee members ranked Schaeffer Johnson Cox Frey Architecture 1st overall
- c. 5 of the 8 committee members ranked Davidson Architecture & Urban Design LLC 3rd overall.
3 out of 8 committee members ranked Davidson Architecture & Urban Design LLC 4th overall
- d. 5 of the 8 committee members ranked Hanney & Associates Architects 4th overall.
3 out of 8 committee members ranked Hanney & Associates Architects 3rd overall

SUMMARY OF OVERALL RANKINGS:

- 1st overall – LawKingdon Architecture
- 2nd overall – Schaeffer Johnson Cox Frey Architecture
- 3rd overall – Davidson Architecture & Urban Design LLC
- 4th overall – Hanney & Associates Architects

**City of Wichita
City Council Meeting
March 24, 2009**

TO: Mayor and City Council

SUBJECT: Hess Motor Replacements – Supplemental Agreement

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve Supplemental Agreement No. 4 for professional services with Black & Veatch Corporation for Hess Pump Station.

Background: Hess Pump Station is a vital component of the City's water supply system. In 2001, two of the eight synchronous pump motors burned out and were replaced with larger induction motors. In 2002, a third motor burned out and was replaced along with two more motors in 2003. Black & Veatch, who designed the original pump station, designed the projects to replace the motors.

Staff requested Black & Veatch to provide a proposal for engineering services for replacement of the final three motors and two variable speed drives. City Council approved Supplemental Agreement No. 2 on March 21, 2006, and Supplemental Agreement No. 3 on August 28, 2007.

Analysis: The present scope of the Hess Electrical Upgrade Project has grown to provide Hess Pumping Station with additional reliability and flexibility, and to upgrade outdated, or out of commission equipment. Flexibility is being provided with the design of a synchronous transfer system that utilizes two adjustable frequency drives. This design is more flexible and more reliable than the existing system. The adjustable frequency drives (AFDs) will control multiple pumps, rather than being dedicated to a single pump. This enables all pumps to be rotated frequently and permits even wear and tear on each pump, rather than on pumps that had previously been run on the variable speed drives. The AFDs are much more efficient than the technologies currently utilized at the pump station. It is estimated this will save at least \$200,000 per year in electrical expenses.

Another project under construction will install a standby power supply for the pump station. Utilizing AFDs will result in significant savings in the standby power project. The amount of energy needed to start and run a motor with an AFD is significantly less than the amount of energy needed for a constant speed motor.

Supplemental Agreement No. 4 is for additional costs: time to review submittals from the supplier, modification of the construction schedule which helped assure that construction activities would not impact the Utilities' ability to supply water from the pump station, and coordinating construction of the standby power facilities. While these are separate projects, substantial coordination is necessary to assure that facilities will appropriately function together.

Financial Considerations: The cost for Supplemental Agreement No. 4 is \$34,830 which will increase the Contract to \$674,820. Funding is available in the Hess Motor Replacement Project, CIP W-902.

Goal Impact: The project will help ensure efficient infrastructure by providing reliable, compliant and secure utilities. The project helps to improve the flexibility and reliability of the Hess Pump Station, which

is a critical component of the City's infrastructure.

Legal Considerations: The Supplemental Agreement has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Supplemental Agreement; and 2) authorize the necessary signatures.

Attachments: Supplemental Agreement No. 4 with Black & Veatch Corporation

SUPPLEMENTAL AGREEMENT NO. 4
for
PROFESSIONAL SERVICES
between
BLACK & VEATCH CORPORATION
for
HESS PUMPING STATION ELECTRICAL IMPROVEMENTS
for the
CITY OF WICHITA, KANSAS

THIS SUPPLEMENTAL AGREEMENT NO. 4, made this ____ day of _____, 2009, by and between THE CITY OF WICHITA, KANSAS party of the first part, hereinafter called the "CITY" and BLACK & VEATCH CORPORATION, party of the second part, hereinafter called the "ENGINEER." This agreement is a supplement to the AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY AND THE ENGINEER dated October 22, 2002. This agreement defines additional services required to complete Supplemental Agreement No. 3 dated September 11, 2007 as result of significant additions/changes to the project scope.

SECTION 1 - SCOPE OF SERVICES

The ENGINEER shall perform and furnish additional professional services to the CITY in accordance with Section IV, Paragraph D, Item 2 of the original Agreement.

Additional services include additional shop drawing review, extended construction schedule activities, and Generator Project coordination. These services were not included in the scope of Supplemental Agreement No. 3.

Additional engineering services are outlined and attached to this Supplemental Agreement No. 4 as Exhibit A, SCOPE OF SERVICES FOR HESS PUMPING STATION ELECTRICAL IMPROVEMENTS.

SECTION 2 - COMPENSATION

- A. For services covered under this Supplemental Agreement No. 4, the CITY agrees to pay the ENGINEER a fee of \$34,830 computed on the basis of the following hourly billing rates for personnel used on this project plus direct expenses as defined by the original agreement.

<u>Personnel</u>	<u>Hourly Rate</u> <u>\$/Hr</u>
Project Manager	165
Engineering Manager	125
Design Engineer	100
Mechanical Engineer	116
Sr. I&C Engineer	145
I&C Engineer	122
Sr. Electrical Engineer	168
Electrical Engineer	128
Sr. Technician	94
Technician	77
QC Engineer	145
Clerical	70

The maximum billing limit shall be increased from \$639,990 to \$674,820 as a result of this Supplemental Agreement No. 4.

SECTION 3 - OTHER MATTERS

It is mutually agreed and understood that all terms of the original Agreement not specifically revised by this Supplemental Agreement No. 4 shall remain unchanged and in full force.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed Supplemental Agreement No. 4 as of the date first written above.

CITY OF WICHITA (CITY)
By Direction of City Council

By: _____
Robert Layton, City Manager

SEAL:


ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary Rebenstorf, Director of Law

BLACK & VEATCH CORPORATION (ENGINEER)

By: 
Joseph R. Kaufman, Associate Vice President

ATTEST:

SUPPLEMENTAL AGREEMENT NO. 4

EXHIBIT A

SCOPE OF SERVICES FOR HESS PUMPING STATION ELECTRICAL IMPROVEMENTS

Engineer shall provide the following supplemental services to assist the City with construction phase services for electrical improvements of the Hess Pumping Station:

III -- SUPPLEMENTAL SERVICES

- A. Any work requested by City that was not included in one of the items listed in any other phase will be classified as supplemental services and was not included in ENGINEER's initial fee for the work. The following supplemental services shall be performed by the Engineer:
1. **Additional Shop Drawing Review** - Provide additional reviews for the Induction Motors resulting from incomplete and incorrect information provided by the Supplier. Five additional submittals were required by B&B Motor above and beyond the submittals allowed by the Contract Documents.
 2. **Extended Construction Schedule** - The original scope of services for the project was developed based upon having a shutdown in construction between April 2009 and October 2009. However, the construction activities involving non-essential elements of the facilities continued over this duration at the request of the Contractor and approval by the City. Engineer provided additional services to support these activities.
 3. **Coordinate with Generator Project** - Provide coordination between the Hess Pumping Station Electrical Improvements and the City's Generator Project.
 - a. Provide coordination between the Hess Pumping Station Project and the City's Generator Project. The Engineer shall review the Generator drawings and coordinate potential conflicts with the Hess Pumping Station drawings.
 - b. Substantial completion for a portion of the Hess Pumping Station Project will be delayed due to coordination with the Generator Project. Therefore, Phase 2 Substantial Completion will be expanded to include a Part A and a Part B. This extension of the Hess Pumping Station Project Substantial Completion will require additional time by the Engineer.



BLACK & VEATCH

SUPPLEMENTAL SERVICES

	Task	PM	EM	Clerical	Sr. EE	Structural	Total - Hours	Total
II - CONSTRUCTION PHASE SERVICES								
A	Project Administration							
	Additional Shop Drawing Review - B&B motor	4	16	12	20	3	55	\$7,776
	Extended Construction Schedule	4	36	14	32		86	\$12,269
	Coordinate with Generator Project	2	8		12		22	\$3,539
	Substantial Completion - Phase 2B		12		12		24	\$3,726
	Extended Substantial Completion	2	16	10	12		40	\$5,396
	Prepare Additional Punch List - Phase 2B	2	8		4		14	\$2,125
							TOTAL	\$34,830

City of Wichita
City Council Meeting
March 24, 2009

TO: Mayor and City Council Members

SUBJECT: Agreement for Design Services for New Jersey and Bunker Hill Drive (east of Oliver, north of 31st Street South) (District III)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Agreement.

Background: The City Council approved the paving of parts of New Jersey and Bunker Hill Drive on January 6, 2009.

Analysis: The proposed Agreement between the City and Ruggles & Bohm, P.A. provides for designing parts of New Jersey and Bunker Hill Drive. The Staff Screening and Selection Committee selected Ruggles & Bohm for the design on February 18, 2009.

Financial Considerations: Payment to Ruggles & Bohm will be on a lump sum basis of \$28,700 and will be paid by special assessments.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing street paving in an existing residential area and commercial area.

Legal Considerations: The Agreement has been approved as to form by the Law Department.

Recommendation/Action: It is recommended that the City Council approve the Agreement and authorize the necessary signatures.

Attachments: Agreement

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

RUGGLES & BOHM, P.A.

for

NEW JERSEY & BUNKER HILL DRIVE

THIS AGREEMENT, made this _____ day of _____, 2009, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and RUGGLES & BOHM, P.A., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

NEW JERSEY from the east line of Valley Forge to the westerly line of George Washington Boulevard; **BUNKER HILL DRIVE** from the north line of Brandywine to the westerly line of George Washington Boulevard
(north of 31st St. South, east of Oliver)
(Project No. 472-84783).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements to New Jersey and Bunker Hill Drive and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.

- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.

- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472 84783 **\$28,700.00**

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
 - 1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
 - 2. Additional design services not covered by the scope of this agreement.
 - 3. Construction staking, material testing, inspection and administration related to the PROJECT.
 - 4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

Carl Brewer, Mayor

SEAL:

ATTEST:

Karen Sublett, City Clerk

APPROVED AS TO FORM:

Gary Rebenstorf, Director of Law

RUGGLES & BOHM, P.A.

(Name & Title)

ATTEST:

SCOPE OF SERVICES

NEW JERSEY from the east line of Valley Forge to the westerly line of George Washington Boulevard; **BUNKER HILL DRIVE** from the north line of Brandywine to the westerly line of George Washington Boulevard (north of 31st St. South, east of Oliver)
(Project No. 472-84783).

Due to the nature of the existing ditches, it is expected that the design for the majority of the project will be for an asphalt mat pavement section. The ENGINEER shall evaluate and design standard curb sections for those areas where such application is practical, and desired drainage can be obtained.

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the Auto-

CAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.

7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.
9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Project Milestones. The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY within the time allotted for the PROJECT as stipulated below and generally in accordance with the project bar chart attached to Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.
 - (a) Field check plans of the PROJECT for distribution to utilities by **May 15, 2009**.
 - (b) Completion of all work required by this agreement (including submittal of final approved plan tracings, field notes, and related PROJECT documents **July 1, 2009**.

Attachment No. 1 to Exhibit “A” – Scope of Services

Plan Submittal

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

Storm Water Pollution Prevention

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita
Environmental Services
1900 E. 9th St. North
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

**City of Wichita
City Council Meeting
March 24, 2009**

TO: Mayor and City Council Members

SUBJECT: Change Order: Central Corridor Railroad Improvement (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: On March 8, 2005, the City Council approved a construction contract with Dondlinger & Sons, Inc. to construct Central Corridor Railroad Improvements. A part of the work is the installation of 839 incandescent signal lamps on bridge bollards along the length of the project. At the time the project was designed, Light Emitting Diodes (LEDs) was an emerging technology with an extremely high initial cost that was not offset by energy savings. The best alternative at the time was 69 watt incandescent lamps. *Today however, the City can procure 1 watt LEDs at one fourth their original cost and will save the City over \$10,000 per year in energy costs alone.*

Incandescent lamps have fragile filaments and normally have a life expectancy of only 1.6 years under the best of circumstances. Under the severe conditions of the railroad corridor, the time to failure will be much less. LEDs are vibration resistant solid state electronics with a 3-year warranty and 10-year life expectancy that will greatly reduce future maintenance costs. Additionally, the LEDs provide a much richer and more uniform blue color. This change will take advantage of a bulk purchase savings and reduce the installation cost by performing the work within the normal project sequence.

Analysis: A Change Order has been prepared to authorize the installation of the LED lamps.

Financial Considerations: The total cost of the additional work is \$53,788, with the total paid by available project funds. The original contract amount is \$57,444,085. This Change Order plus previous Change Orders represents 3.11% of the original contract amount.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving east-west traffic flow and safety through the core area.

Legal Considerations: The Law Department has approved the Change Order as to legal form. The Change Order amount is within the 25% of construction contract cost limit set by City Council policy.

Recommendations/Actions: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.



PUBLIC WORKS-ENGINEERING

February 18, 2009
CHANGE ORDER

To: Dondlinger & Sons Construction Company, Inc.
Change Order No.: 11
Purchase Order No.: 500601
CHARGE TO OCA No.: 715235

Project: Central Corridor Railroad Grade Separation
Project No.: 87N-0160-01/472-84071
OCA No.: 715235/620431/636143
PPN: 242235/665551/775537

Please perform the following extra work at a cost not to exceed \$53,788.00:

Replace 838 incandescent 69 watt traffic signal lamps on bridge bollards with 1 watt light emitting diodes (LEDs) for energy and labor savings.

ADD: New Line No. 0323, LEDs for bridge bollards, RFP #073	1,000 LS @ \$53,788.00 =	<u>\$53,788.00</u>
Total Change Order No. 11:		\$53,788.00

**CIP Budget Amount: \$61,250,000.00 (715235),
\$235,000.00 (620431), \$275,000.00 (636143)
Consultant: HNTB & TranSystems
Total Exp. & Encum. To Date: \$58,971,988.35 (715235)
CO Amount: \$53,788.00
Unencum. Bal. After CO: \$2,224,213.65 (715235)**

**Original Contract Amt.: \$57,444,084.60

Current CO Amt.: \$53,788.00
Amt. of Previous CO's: \$1,731,401.07
Total of All CO's: \$1,785,189.07
% of Orig. Contract / 25% Max.: 3.11%
Adjusted Contract Amt.: \$59,229,273.67**

Recommended By:

Michael G. Jacobs, P.E. Date
Construction Engineer

Approved:

Contractor Date

Approved as to Form:

Gary Rebenstorf Date
Director of Law

Approved:

Approved:

Jim Armour, P.E. Date
City Engineer

Approved:

Chris Carrier, P.E. Date
Director of Public Works

By Order of the City Council:

Carl Brewer Date
Mayor

Attest:

City Clerk

**City of Wichita
City Council Meeting
March 24, 2009**

TO: Mayor and City Council Members

SUBJECT: Change Order: City Hall Landscape and Security Enhancements (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Change Order.

Background: In September 2003, Council approved a contract with Schaefer Johnson Cox Frey Architecture (SJCF) for architectural services related to enhancing City Hall security through a redesign of first floor, exterior landscaping features and access to the auto service tunnel. On September 21, 2004, Council authorized expanding the scope of work to include parking lot modifications and a redesign of the atrium. On May 24, 2005, Council authorized expanding the project again to replace the emergency generator and install it at a new exterior location.

Analysis: On March 18, 2008, Council approved a contract with Walz Harman Huffman Construction, Inc. to construct the generator/bollard project (Formal Bid FB800059). This project replaced the existing 30 year old stand-by generator with a new 1000KW generator and relocating the new generator out of the tunnel to the southeast patio area of the City Hall campus. In addition, the project installed the pop-up security bollards at the east and west end of the tunnel and added security access thru the City's card system.

The project is substantially complete and a change order in the amount of \$47,787.33 to Walz Harmon Huffman Construction, Inc. is being submitted for Council approval. The change order represents a total of nine items that had to be changed or added to the project to cover unforeseen issues during the construction. The two biggest items had to do with the deterioration of the concrete and sub-grade at the west end of the tunnel at \$23,883.33 and relocating one of the transformers and transfer switches from the sub-basement to the existing generator room at the request of Central Inspection at \$12,894.00.

Financial Considerations: The adopted 2007 – 2016 Capital Improvement Program (CIP) and the projects authorized by City Council to date includes funding for the entire series of projects related to the Landscape and Security Improvements to the City Hall atrium, 1st floor remodel, tunnel bollards and generator, parking garage and the surrounding campus. No additional funding is requested to cover the cost of this change order.

Goal Impact: Construction of the landscape and security improvements will impact the Provide a Safe and Secure Community Goal.

Legal Considerations: The Change Order has been approved as to form by the Law Department.

Recommendations/Actions: It is recommended that the City Council approve the Change Order and authorize the necessary signatures.

Attachments: Change Order.



PUBLIC WORKS-BUILDINGS DIVISION

February 25, 2009
CHANGE ORDER

To: Walz Harman Huffman Construction, Inc.
5615 E. Huffman Drive
Kechi, KS 67067

Project: City Hall Generator & Bollards
FB-800059

Change Order No.: Three (3)

Project No.: N/A

Purchase Order No.: 800317

OCA No.: 792459

CHARGE TO OCA No.: 792459

PPN: 435407

Please perform the following extra work at a cost not to exceed \$47,787.33

CP #7 - Relocate transformer panels and transfer switches per OCI.	Add	\$12,894.00
CP #8A - Install UST spill and overflow protect per KDHE requirement.	Add	\$ 1,662.00
CP #8B - Install UST catch basin at generator per KDHE requirement.	Add	\$ 1,188.00
CP #8C - Install monitor probe in UST per KDHE requirement.	Add	\$ 3,063.00
CP #9 - Install steel hat channel over exposed conduit at west end of tunnel.	Add	\$ 404.00
CP #10 - Time/material for concrete repair work at west end of tunnel.	Add	\$23,883.33
CP #11 - Upgrade wiring to traffic loop detectors at east/west end of tunnel.	Add	\$ 1,943.00
CP #12 - Run conduit, wire and install thermostats for two unit heaters in old gen. Rm.	Add	\$ 1,384.00
CP #13 - Relocate patio lights as a result of the new generator pit for better lighting.	Add	\$ 1,366.00

CIP Budget Amount: \$2,506,000.00

Consultant: SJCF

***Total Expenditures &**

Encumbrances to Date: \$2,192,045.57

Unencumbered Balance: \$313,954.43

***INCLUDES CHANGE ORDER (S)**

Original Contract Amt.: \$992,911.00

Current CO Amt.: \$47,787.33

Amt. of Previous CO's: \$7,530.50

Total of All CO's: \$55,317.83

% of Orig. Contract / 10% Max: 5.571%

***Adjusted Contract Amt.: \$1,048,228.83**

Recommended By:

Approved:

Norman R. Jakovac
Special Projects Coordinator

Date

Ed Martin
Building Services Manager

Date

Approved:

Approved:

Ed Koser, V.P. Project Architect
Schaefer Johnson Cox Frey Architecture

Date

Chris Carrier, P.E.
Director of Public Works

Date

Approved:

Approved:

Paul Huffman, Project Mgr.
Walz Harman Huffman Const., Inc .

Date

Carl Brewer, Mayor

Date

Approved As To Form:

Attest:

Gary Rebenstorf
Director of Law

Date

Karen Sublett
City Clerk

**City of Wichita
City Council Meeting
March 24, 2009**

TO: Mayor and City Council Members

SUBJECT: Cowskin Creek Sanitary Sewer Pump Station Modifications – Change Order (District IV)

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve Change Order No. 1 with Garney Construction.

Background: Garney Construction was awarded a Contract in the amount of \$3,932,086 for the construction of new pipeline and electrical equipment, and the rehabilitation of old structures and equipment at the Cowskin Creek sanitary sewer pump station.

Analysis: Change Order No. 1 is a combination of seventeen (17) proposed Contract modifications. All of the proposed Contract modifications (PCMs) reflect either a reduction in cost, or added value to the City. A summary of the proposed modifications is attached.

Financial Considerations: This Change Order with Garney Construction is part of the Mid-Continent Sewage Treatment Plant (CIP S-546). The proposed modifications result in a net increase of \$129,330 representing a 3.3 percent increase to the original Contract. Deductive Contract modifications amount to \$63,880 and additive Contract modifications amount to \$193,210. The project has not been completed and it is reasonable to believe that additional changes, additive and deductive, may be required to successfully complete this project.

Goal Impact: The Change Order will help ensure efficient infrastructure by providing reliable sanitary sewer service to Utility customers.

Legal Considerations: The Law Department has reviewed the Change Order and approved it as to form.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Change Order; and 2) authorize the necessary signatures.

Attachments: Change Order No. 1 with Garney Construction

Attachment A

PCM # 1 – Additive \$21,285 – Demolition of existing air release manholes. This is being completed as a requirement of constructing on airport property. The original plan was to leave them in place but it was later requested that the structures be cut below grade and filled to prevent failure.

PCM # 2 – Additive \$17,000 – Additional signage at the airport. This was a requirement of the revised airport safety plan. Additional signage was required to mark the airport safety zones.

PCM # 3 – Additive \$17,208 – Extended overhead associated with time extension. Additional time was required to develop a safety plan for working on the airport. The delays were largely administrative but they impacted the construction start date and therefore the cost.

PCM # 4 – Additive \$14,056– Addition of fittings for the construction of the 24” and 18” force mains. Additional fittings were needed to complete the installation of these pipes. The extra fittings were not incorporated into the original design drawings.

PCM # 5 – Additive \$10,802 – Additional costs associated with remobilization. This cost has been experienced as a result of the delays in the start of the project. The delays occurred as a result of administrative development activities in preparation for working on the airport.

PCM # 6 – Deductive (\$53,711) – Change in ASP. This work will be performed by a local Contractor at a greatly reduced cost from that originally proposed in this project.

PCM # 7 – Deductive (\$6,569) – Deletion of tinned wire. It was decided to use un-tinned wire in this project. There is not a significant difference in the useful life of un-coated wire in this application and there is a substantial cost difference.

PCM # 8 – Deductive (\$1,000) – Use of red dust on the duct banks. Top coating of the electrical duct banks with red dust is an acceptable and less costly alternative to colored concrete.

PCM # 9 – Deductive (\$600) – Substitution of IQ transfer ATC. This switches from a PLC based transfer switch to a standard mechanical switch. The division uses both kinds and feels that for the cost the PLC based switch does not provide the reliability.

PCM # 10 – \$0 – Provide realignment of pipeline and add electrical manhole.

PCM # 23 – \$0 – Extend top of manholes and valve operator pads to 1” above finished grade.

PCM # 12 – \$0 – Change in fence height from 72” to 96”.

PCM # 13– Additive \$8,169 – Addition of 24” magnetic flow meter. This addition is being made to replace the existing meter which is no longer functional.

PCM # 14 – Additive \$57,027 – Modifications to the Cowskin Creek Pump Station to accommodate new MCCs. This modification is necessary to improve the structure of the deck so it can support the weight of the electrical control center. The weight of the MCC is more than was expected in design.

PCM # 15 – Additive \$24,484 – Compaction of disturbed soil to 95% at the runway. Additional compaction was required by the airport at the critical points near the runway, taxiway and FAA cable crossing to prevent settling and damage to these area in the future.

PCM # 16 – Additive \$23,179 – Modification of bore pit at taxiway. It was discovered that the storm water drainage system was in conflict with the designed pipeline bore. It required that the excavation be lowered four feet to accommodate the pipeline run.

PCM # 17 – Deductive (\$2,000) – Deletion of bronze dedication plaque at cow skin creek pump station. The pump station is not easily accessible by the public and due to the surrounding property being owned by the Parks Department or the Airport it is felt that it will not be developed. Placing a plaque on this building would be a bad use of funds.

Change Order

No. 1

Date of Issuance: _____ Effective Date: _____

Project: Cowskin Creek Pump Station and Force Main	Owner: City of Wichita, Kansas	City Project No.: FB-655546-1
Contract: Cowskin Creek Pump Station and Force Main		Date of Contract: _____
Contractor: Garney Construction		Engineer's Project No.: 2395-46935

The Contract Documents are modified as follows upon execution of this Change Order:

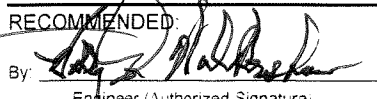
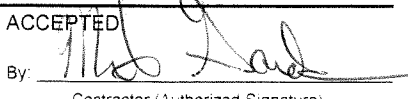
Description: Refer to Attachment A

Attachments: (List documents supporting change):

Refer to Attachment B

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 3,932,086.00	Original Contract Times: <input type="checkbox"/> Working days <input type="checkbox"/> Calendar days Substantial completion (date): June 3, 2009 Ready for final payment (date): July 3, 2009
Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : \$ 0.00	Increase from previously approved Change Orders No. <u>0</u> to No. <u>0</u> : Substantial completion (days): 0 Ready for final payment (days): 0
Contract Price prior to this Change Order: \$ 3,932,086.00	Contract Times prior to this Change Order: Substantial completion (date): June 3, 2009 Ready for final payment (date): July 3, 2009
Increase of this Change Order: \$ 129,330.00	Increase of this Change Order: Substantial completion (days): 60 Ready for final payment (days or date): 60
Contract Price incorporating this Change Order: \$ 4,061,416.00	Contract Times with all approved Change Orders: Substantial completion (date): August 2, 2009 Ready for final payment (date): September 1, 2009

Contractor agrees that the time and financial compensation contained in this Change Order is the entire and complete amount to which the Contractor is entitled for the work described herein.

RECOMMENDED: By:  Engineer (Authorized Signature)	ACCEPTED: By: _____ Owner (Authorized Signature)	ACCEPTED: By:  Contractor (Authorized Signature)
Date: _____	Date: _____	Date: <u>2/10/09</u>

Approved as to Form:


Gary E. Rebenstorf, City Attorney

ATTACHMENT A
CITY OF WICHITA, KANSAS
COWSKIN CREEK PUMP STATION AND FORCE MAIN
CITY PROJECT NO. FB-655546-1

CHANGE ORDER NO. 1

CHANGE ORDER ITEM NO.	DESCRIPTION	COST
1	Demolition of Existing Air Release Manholes and Abandonment of 24" Force Main <i>Add the sum of \$21,285.00</i>	
	<i>Item No. 1 Total</i>	<i>\$21,285.00</i>
2	Additional Signage at Airport <i>Add the sum of \$17,000.00</i>	
	<i>Item No. 2 Total</i>	<i>\$17,000.00</i>
3	Extended Overhead Associated with Time Extension <i>Add the sum of \$17,208.00</i> <i>Add duration of 60 days</i>	
	<i>Item No. 3 Total</i>	<i>\$17,208.00</i> <i>60 days</i>
4	<i>Addition of Fittings to 24" and 18"</i> <i>Force Mains</i> <i>Add the sum of \$14,056.00</i>	
	<i>Item No. 4 Total</i>	<i>\$14,056.00</i>
5	Additional Costs Associated with Remobilization <i>Add the sum of \$10,802.00</i>	
	<i>Item No. 5 Total</i>	<i>\$10,802.00</i>
6	Change in ASP to a Provider that was not Pre-Approved <i>Deduct the sum of \$53,711.00</i>	
	<i>Item No. 6 Total</i>	<i>(\$53,711.00)</i>

ATTACHMENT A
CITY OF WICHITA, KANSAS
COWSKIN CREEK PUMP STATION AND FORCE MAIN
CITY PROJECT NO. FB-655546-1
CHANGE ORDER NO. 1

CHANGE ORDER ITEM NO.	DESCRIPTION	COST
7	Deletion of Tinned Wire Requirement and Substitution of THHN Insulation for XHHW <i>Deduct the sum of \$6,569.00</i>	
	<i>Item No. 7 Total</i>	<i>(\$6,569.00)</i>
8	Allow use of Red Dust in Lieu of Red Concrete at Electrical Ductbanks <i>Deduct the sum of \$1,000.00</i>	
	<i>Item No. 8 Total</i>	<i>(\$1,000.00)</i>
9	Substitution of IQ Transfer ATC <i>Deduct the sum of \$600.00</i>	
	<i>Item No. 9 Total</i>	<i>(\$600.00)</i>
10	Provide Realignment of Pipeline and Add Electrical Manhole <i>No cost change</i>	
	<i>Item No. 10 Total</i>	<i>\$0.00</i>
11	Extend Top of Manholes and Valve Operator Pads to 1" Above Finished Grade <i>No cost change</i>	
	<i>Item No. 11 Total</i>	<i>\$0.00</i>
12	Change in Fence Height from 72" to 96" <i>No cost change</i>	
	<i>Item No. 12 Total</i>	<i>\$0.00</i>

ATTACHMENT A

**CITY OF WICHITA, KANSAS
COWSKIN CREEK PUMP STATION AND FORCE MAIN
CITY PROJECT NO. FB-655546-1**

CHANGE ORDER NO. 1

CHANGE ORDER ITEM NO.	DESCRIPTION	COST
13	Addition of 24" Magnetic Flow Meter at Cowskin Creek Pump Station <i>Add the sum of \$8,169.00</i>	
	Item No. 13 Total	\$8,169.00
14	Modifications to the Cowskin Creek Pump Station to Accommodate New MCCs <i>Add the sum of \$57,027.00</i>	
	Item No. 14 Total	\$57,027.00
	<i>(Time extension for this item will be granted as part of a future change order)</i>	
15	Compaction of Disturbed Soil to 95% at Runway, Taxiway, and FAA Cable Crossing <i>Add the sum of \$24,484.00</i>	
	Item No. 15 Total	\$24,484.00
16	Modification to Bore Pit at Taxiway to Lower Pipe Crossing by 4 Feet <i>Add the sum of \$23,179.00</i>	
	Item No. 16 Total	\$23,179.00
17	Deletion of the Bronze Dedication Plaque at Cowskin Creek Pump Station <i>Deduct the sum of \$2,000.00</i>	
	Item No. 17 Total	(\$2,000.00)

ATTACHMENT B

**CITY OF WICHITA, KANSAS
COWSKIN CREEK PUMP STATION AND FORCE MAIN
CITY PROJECT NO. FB-655546-1**

CHANGE ORDER NO. 1

SUPPORTING DOCUMENTATION

CHANGE ORDER ITEM NO.	DOCUMENTATION
1	- Cost proposal from Garney Construction dated November 3, 2008.
2	- Cost proposal from Garney Construction dated November 11, 2008.
3	- Cost proposal from Garney Construction dated November 11, 2008.
4	- Cost proposal from Garney Construction dated December 12, 2008.
5	- Cost proposal from Garney Construction dated November 10, 2008.
6	- Letter from Shelley Electric to Mike Halbur, Grimm Construction dated August 1, 2008.
7	- Letter from Shelley Electric to Mike Halbur, Grimm Construction dated September 18, 2008 and revised October 27, 2008.
13	- Quote provided to Mike Tullis, City of Wichita from DanCo Systems dated December 11, 2008.
14	- Cost proposal from Garney Construction dated February 9, 2009.
15	- Cost proposal from Garney Construction dated February 12, 2009.
16	- Cost proposal from Garney Construction dated February 12, 2009.

Air Releases : no

Estimate for
Estimate Summary
Prepared by:
Addenda Noted:

11/3/08 2:47 PM

Version:

2008.1

Div #	Description	Labour	Material	Subcontract	Equipment	Other	Subtotal	Total Manhours	Comp Rate	% of Total Mls
1	General Conditions	3,678	0	0	28.5	909	4,873	104	\$35.36	54%
2	Division #2	0	0	0	0	0	0	0	#DIV/0!	0%
3	Division #3	0	0	0	0	0	0	0	#DIV/0!	0%
4	Division #4	0	0	0	0	0	0	0	#DIV/0!	0%
5	Division #5	0	0	0	0	0	0	0	#DIV/0!	0%
6	Division #6	0	0	0	0	0	0	0	#DIV/0!	0%
7	Division #7	0	0	0	0	0	0	0	#DIV/0!	0%
8	Division #8	0	0	0	0	0	0	0	#DIV/0!	0%
9	Division #9	0	0	0	0	0	0	0	#DIV/0!	0%
10,12	Division #10, 12	0	0	0	0	0	0	0	#DIV/0!	0%
2,13	Yard Pipe (2)	1,810	5,493	734	1,990	876	10,903	88	\$20.50	46%
1,1,14	Division #11, 14	0	0	0	0	0	0	0	#DIV/0!	0%
1,3	Division #15	0	0	0	0	0	0	0	#DIV/0!	0%
1,3-16	Division #13, 16	0	0	0	0	0	0	0	#DIV/0!	0%

31%
88

Bid Schedule Totals 5,488 5,493 734 2,275 1,785 15,775 192 \$ 38.54 100%

Bid Item #	Description	Quantity	Labour	Material	Subcontract	Equipment	Other	Subtotal	Pay Tax 45.00%	GC's 0	Subtotal Costs	Adjustments	Total Costs	Markup 0.15592	Bonds Ins 1.80%	Final Bid	Final Unit Price	Final Total Price
Base Bid		1	5,488	5,493	734	2,275	1,785	15,775	2,470	0	0	18,245	0	18,245	2,663	376	21,285	21,000.00
Bid Schedule Totals			5,488	5,493	734	2,275	1,785	15,775	2,470	0	0	18,245	0	18,245	2,663	376	21,285	21,000.00

Estimate for

General Conditions

Prepared by:

Addenda Noted:

CARP CREW \$ 18.08
EXCAVATION CREW \$ 20.50

Cy concrete 0 Concrete mhrs
Direct manhours 88 Mech mhrs
Total manhours 192 Total Crew
Project Duration 1.00 Avg Crew

03-Nov-08
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Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	

Garney Indirects

Sr. Project Manager	1.0 Wks	20.0	20.000	1,000.00	1,000			0	0	0	0	0	0	0	0	1,000
Project Manager	1.0 Wks	0.0		0.00	0			0	0	0	0	0	0	0	0	0
General Superintendent	1.0 Wks	40.0	40.000	1,900.00	1,900			0	0	0	0	0	0	0	0	1,900
Civil Superintendent	0.0 Wks	0.0		#DIV/0!	0			0	0	0	0	0	0	0	0	0
Mechanical Superintendent	0.0 Wks	0.0		#DIV/0!	0			0	0	0	0	0	0	0	0	0
Guard	1.0 Wks	40.0	40.000	720.00	720			0	0	0	0	0	0	0	0	720
Field Engineer	1.0 Wks	0.0		0.00	0			0	0	0	0	0	0	0	0	0
Project Engineer	1.0 Wks	0.0		0.00	0			0	0	0	0	0	0	0	0	0
Safety/QC Engineer	0.0 Wks	0.0		#DIV/0!	0			0	0	0	0	0	0	0	0	0
Foreman Premium	11.0 mhs				0			0	0	0	0	0	0	6.58	73	73
Surveyor	1.0 ls				0			0	0	0	0	0	0		0	0
CPM Schedule Outside	ls				0			0	0	0	0	0	0		0	0
Engineer's Office	0.2 Mos	0.0		0.00	0			0	0	0	0	0	0		0	0
Engineer's Furnishings	1.0 ls	0.0		0.00	0			0	0	0	0	0	0		0	0
Engineer's Telephone	0.2 Mos				0			0	0	0	0	0	0		0	0
Garney Cell Service	0.2 Mos				0			0	0	0	0	0	0	250.00	58	58
Garney T1/internet service	0.2 Mos				0			0	0	0	0	0	0		0	0
Sanitary Facility	0.2 Mos				0			0	0	0	0	0	0	200.00	46	46
Temp Utilities	0.2 Mos				0			0	0	0	0	0	0	500.00	115	115
Drinking Water	0.2 Mos				0			0	0	0	0	0	0	150.00	35	35
Office Supplies	1.0 Wks				0			0	0	0	0	0	0	75.00	75	75
Safety/First Aid Equip	1.0 ls				0			0	0	0	0	0	0	22.07	22	22
Drug Tests	9.6 ea				0			0	0	0	0	0	0		0	0
Photos	0.2 mos				0			0	0	0	0	0	0	50.00	12	12
Project sign	1.0 ea				0			0	0	0	0	0	0		0	0
Home Office Travel	ls				0			0	0	0	0	0	0		0	0
Subsistence	mhrs				0			0	0	0	0	0	0	3.50	0	0
Moving Expense	ls				0			0	0	0	0	0	0		0	0
Temp Housing	Mos				0			0	0	0	0	0	0		0	0
Temp Utilities	Mos				0			0	0	0	0	0	0		0	0
Licenses	1.0 LS				0			0	0	0	0	0	0		0	0
Permits	1.0 LS				0			0	0	0	0	0	0		0	0
Special Inspections	LS				0			0	0	0	0	0	0		0	0

Estimate for

General Conditions

Prepared by:

Addenda Noted:

CARP CREW
EXCAVATION CREW

5 18 08
5 20.50
0 Concrete mhrs
88 Mech mhrs
192 Total Crew
1.00 Avg Crew

0 03-Nov-08
88 02:47 PM
5
2008.1

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
	Special Insurance	Ls					0	0	0	0	0	0	0	0	0	0
	Mob/Demob	1.0	ls	0.0			0.00	0	0	0	0	0	0	0	0	0
	Prepare Site		ls	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Shops/Sheds		Mos	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Temporary Roads		Mos	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Temporary water		Mos	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Temporary fencing		lf	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Special Safety Requirements		mhrs	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Trailer security fencing		lf	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Alarm system		Mos	0.0		#DIV/0!		0	0	0	0	0	0	75.00	0	0
	Small Tools	1.0	Ls				0	0	0	0	0	0	0	114.78	115	115
	Misc. Rental	1.0	Ls				0	0	0	0	0	0	0	22.07	22	22
	Small Equipment Allocation	1.0	Ls				0	0	0	0	0	0	0	in burden	0	0
	Winter Protect Concrete		sf	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Winter Protect Masonry		sf	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Temporary Building Heat		Mos	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Snow Removal		ls	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Dewatering		Wks	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Temporary Pumping		ls	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Weekly Cleanup	4.0	mhrs	4.0	1.000		14.50	58	0	0	0	0	0	0	0	58
	Trash Haul	0.2	Mos					0	0	0	0	0	0	400.00	92	92
	Soils/Compaction Testing		ls				0	0	0	0	0	0	0	0	0	0
	Concrete Testing		ls				0	0	0	0	0	0	0	0	0	0
	Pipe/Mechanical Testing		ls	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Field Startup		ls	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Final Cleaning		ls	0.0		#DIV/0!		0	0	0	0	0	0	0	0	0
	Garney Equipment															
\$	4.57 Air Compressor		Hrs.				0	0	0	0	0	0	0	2.51	0	0
\$	14.37 Reach Forklift 8,000#		Hrs.				0	0	0	0	0	0	0	13.33	0	0
	Scissor Lift		Hrs.				0	0	0	0	0	0	0	7.03	0	0
	Manlift 60'		Hrs.				0	0	0	0	0	0	0	12.77	0	0
\$	16.10 Rubber Tire Backhoe w/IT		Hrs.	0.0		#DIV/0!		0	0	0	0	0	0	11.83	0	0
\$	74.73 Backhoe 345		Hrs.	0.0		#DIV/0!		0	0	0	0	0	0	36.10	0	0

Estimate for

General Conditions

Prepared by:

Addenda Noted:

CARP CREW
EXCAVATION CREW

\$ 18.08
\$ 20.50

Cy concrete
Direct manhours
Total manhours

0 03-Nov-08
88 02:47 PM

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1.00 Avg Crew

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
\$ 49.44	Backhoe 330		Hrs.	0.0		#DIV/0!	0	0	0	0	0	23.08	0	5.77	0	0
\$ 43.11	Backhoe 320		Hrs.	0.0		#DIV/0!	0	0	0	0	0	15.85	0	3.96	0	0
\$ 35.13	Crane 22-28 ton Grove		Hrs.	0.0		#DIV/0!	0	0	0	0	0	17.69	0	4.42	0	0
\$ 57.49	Crane 50/60 ton Grove		Hrs.	0.0		#DIV/0!	0	0	0	0	0	26.65	0	6.66	0	0
\$ 67.07	Crane 80 ton Potain Tower		Hrs.	0.0		#DIV/0!	0	0	0	0	0	34.01	0	5.10	0	0
\$ 86.23	Crane 80 ton Link Belt		Hrs.	0.0		#DIV/0!	0	0	0	0	0	40.69	0	10.17	0	0
\$ 92.62	Crane 100 ton 222		Hrs.	0.0		#DIV/0!	0	0	0	0	0	40.69	0	10.17	0	0
	Crane 150 ton 777		Hrs.	0.0		#DIV/0!	0	0	0	0	0	121.36	0	30.34	0	0
	Crane mob/setup	1.0	ls	0.0		0.00	0	0	0	0	0	0	0	0	0	0
	Boom Truck		Hrs.	0.0		#DIV/0!	0	0	0	0	0	41.52	0	10.38	0	0
\$ 52.89	5 cy Loader/966		Hrs.	0.0		#DIV/0!	0	0	0	0	0	52.89	0	13.22	0	0
\$ 39.67	4 cy Loader/644/950		Hrs.	0.0		#DIV/0!	0	0	0	0	0	22.55	0	5.64	0	0
\$ 31.62	3.5 cy Loader/624/938		Hrs.	0.0		#DIV/0!	0	0	0	0	0	22.55	0	5.64	0	0
\$ 22.42	3 cy Loader/544/936		Hrs.	0.0		#DIV/0!	0	0	0	0	0	18.40	0	4.60	0	0
	Off Road Truck outside		Hrs.	0.0		#DIV/0!	0	0	0	0	0	58.64	0	14.66	0	0
	Dozer D5		Hrs.	0.0		#DIV/0!	0	0	0	0	0	16.67	0	4.17	0	0
	Backhoe 20 ton w/break		Hrs.									66.11	0	16.53	0	0
	Backhoe rub tire w/break		Hrs.									28.74	0	7.19	0	0
	Dump Truck		Hrs.									0	0	80.00	0	0
\$ 6.90	Generator (Large)		Hrs.									3.01	0	0.75	0	0
\$ 25.87	Watertruck 4,000 gal		Hrs.	0.0		#DIV/0!	0	0	0	0	0	11.50	0	2.88	0	0
\$ 14.66	Watertruck 2,000 gal		Hrs.	0.0		#DIV/0!	0	0	0	0	0	9.51	0	2.38	0	0
	84" compactor		Hrs.	0.0		#DIV/0!	0	0	0	0	0	31.62	0	7.91	0	0
	66" compactor		Hrs.	0.0		#DIV/0!	0	0	0	0	0	22.99	0	5.75	0	0
	48" compactor		Hrs.	0.0		#DIV/0!	0	0	0	0	0	18.40	0	4.60	0	0
	Skid Steer		Hrs.	0.0		#DIV/0!	0	0	0	0	0	8.62	0	2.16	0	0
	Light Plant		Hrs.	0.0		#DIV/0!	0	0	0	0	0	3.00	0	0.75	0	0
	Office Trailer		Hrs.									3.00	0	1.50	0	0
	Pickup Truck (PM)	20.0	Hrs.									4.75	95	3.50	70	165
	Pickup Truck (Supt)	40.0	Hrs.									4.75	190	3.50	140	330
w/trailer	Pickup Truck (Supt)		Hrs.									5.25	0	3.50	0	0
	Pickup Truck (Job)		Hrs.									4.75	0	3.50	0	0
	Pickup Truck (Misc)		Hrs.									4.75	0	3.50	0	0
	JD Gator		Hrs.									2.24	0	0.56	0	0
	F-550 Job Truck		Hrs.	0.0		#DIV/0!	0	0	0	0	0	10.00	0	4.50	0	0
	Transport Truck		Hrs.									0	0	90.00	0	0
	Pump 2" Submersible		Hrs.									4.00	0	0	0	0

Estimate for

General Conditions

Prepared by:

Addenda Noted:

CARP CREW \$ 18.08
EXCAVATION CREW \$ 20.50

Cy concrete 0 Concrete mhrs 0 03-Nov-08
Direct manhours 88 Mech mhrs 88 02:47 PM
Total manhours 192 Total Crew 5
Project Duration 1.00 Avg Crew 2 2008.1

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
	Pump 3" Submersible		Hrs.				0		0		0	5.00	0		0	0
	Pump 4" Submersible		Hrs.				0		0		0	7.00	0		0	0
	Pump 6" Diesel or Sykes		Hrs.				0		0		0	12.00	0	3.00	0	0
	Welding Machine		Hrs.				0		0		0	3.50	0	0.88	0	0
	Computer Equipment	1.0	ls				0		0		0		0		0	0
	Network Setup	1.0	ls				0		0		0		0		0	0
	Fax Machine		ea				0		0		0		0		0	0
	Copier		ea				0		0		0		0		0	0
	Postage	1.0	ea				0		0		0		0	25	25	25
	Reproduction Services	1.0	ea				0		0		0		0	10	10	10

BID TOTALS:

104	3,678	0	0	0	285	909	4,873
MHS	Labor	Materials	Subcontract	Equipment	Other	TOTAL	TOTAL
						4,873	4,873

Estimate for

Yard Pipe (2)

Prepared by:

Addenda Noted:

EXCAVATION CREW \$ 20.50

HAND WORK CREW \$ 16.75

PATCH/REPAIR CREW \$ 17.92

Yard pipe crew \$ 18.35

03-Nov-08

02:47 PM

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	M/H/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total			
BASE BID																
OVERHEAD REQUIREMENTS																
EQUIPMENT MOBILIZATIONS																
	Pipe testing	EA		0.0		#DIV/0!	0	0	0	0	0	0	0	0	0	0
	Potholing	EA		0.0		#DIV/0!	0	0	0	0	0	0	0	0	0	0
	WATER TRUCK	MO		0.0		#DIV/0!	0	0	0	0	0	0	0	0	0	0
	WATER CONNECTIONS	1.0 EA		0.0		0.00	0	0	0	0	0	0	0	0	0	0
	DEWATER PUMP	1.0 MO		0.0		0.00	0	0	0	0	0	0	0	0	0	0
	INITIAL SOIL TESTING	1.0 LS		0.0		0.00	0	0	0	0	0	0	0	0	0	0
	COMPACTION TESTING	1.0 LS		0.0		0.00	0	0	0	0	0	0	0	0	0	0
40%	FUEL, OIL AND GREASE (EOE)	1.0 LS		0.0		0.00	0	0	0	0	0	0	796.00	796	796	796
DIVISION 2																
YARD PIPING																
Plug Ends of Pipe																
	Excavate for 24" Pipe Caps	2.0 Ea		24.0	12.000	246.00	492	0	0	0	480.00	960	0	0	0	1,452
	Cut & Demo Pipe	2.0 Ea		6.0	3.000	61.50	123	0	0	0	0	0	0	0	0	123
	Install 24" Pipe Caps	2.0 Ea		8.0	4.000	82.00	164	1,200.00	2,400	0	0	0	0	0	0	2,564
	Flowable Fill Concrete	4.7 CY		15.4	3.250	66.63	316	150.00	711	0	0	0	0	0	0	1,027
ARV Plugs																
	Demo ARV Lid & Concrete	2.0 Ea		16.0	8.000	164.00	328	0	0	0	480.00	960	0	0	0	1,288
	Flowable Fill Concrete	29.8 cy		14.9	0.500	10.25	305	80.00	2,382	0	0	0	0	0	0	2,687
	Haul Off	1.0 ld		4.0	4.000	82.00	82	0	0	160.00	70.00	70	80.00	80	392	392
	Prep Area & Seed	0.2 ac		0.0		0.00	0	0	0	2,500.00	574	0	0	0	574	574
				0.0		#DIV/0!	0	0	0	0	0	0	0	0	0	0
BASE BID TOTALS :																
				88			1,810	5,493	734		1,990	876	10,903	876	10,903	10,903
				MHS			Labor	Materials	Subcontract		Equipment	Other	TOTAL	Other	TOTAL	TOTAL

Estimate for
Estimate Summary
Prepared by
Audrey Nield

11/11/08 2:20 PM

Version 2008.1

Div #	Description	Labor	Material	Subcontract	Equipment	Other	Subtotal	Total Minutes	Comp Rate	% of Total Mins
1	General Conditions	3	0	0	0	21,314	21,318	0	\$48.33	100%
2	Division #2	0	0	0	0	0	0	0	#DIV/0!	0%
3	Division #3	0	0	0	0	0	0	0	#DIV/0!	0%
4	Division #4	0	0	0	0	0	0	0	#DIV/0!	0%
5	Division #5	0	0	0	0	0	0	0	#DIV/0!	0%
6	Division #6	0	0	0	0	0	0	0	#DIV/0!	0%
7	Division #7	0	0	0	0	0	0	0	#DIV/0!	0%
8	Division #8	0	0	0	0	0	0	0	#DIV/0!	0%
9	Division #9	0	0	0	0	0	0	0	#DIV/0!	0%
10,12	Division #10,12	0	0	0	0	0	0	0	#DIV/0!	0%
2/15	Yard Pipe (2)	0	0	0	0	0	0	0	#DIV/0!	0%
11,14	Division #11,14	0	0	0	0	0	0	0	#DIV/0!	0%
15	Division #15	0	0	0	0	0	0	0	#DIV/0!	0%
13/16	Division #13,16	0	0	0	0	0	0	0	#DIV/0!	0%

Bid Schedule Totals 3 0 0 0 0 21,314 21,318 0 \$ 48.33 100%

Bid Item #	Description	Quantity	Labor	Material	Subcontract	Equipment	Other	Subtotal	Pay Tax 45.00%	Sales Tax 0.007%	GC's 0	Subtotal Costs	Adjustments	Total Costs	Markup 0.18592	Bonds Ins 1.80%	Final Bid	Final Unit Price	Final Total Price
------------	-------------	----------	-------	----------	-------------	-----------	-------	----------	----------------	------------------	--------	----------------	-------------	-------------	----------------	-----------------	-----------	------------------	-------------------

Base Bid 1 3 0 0 0 0 21,314 21,318 1 0 0 0 21,319 3,198 441 24,958 25,000.000 25,000.00

Bid Schedule Totals 3 0 0 0 0 21,314 21,318 1 0 0 0 21,319 3,198 441 24,958 25,000.00

\$17,000

PER AGREEMENT



FASTSIGNS of Olathe

13511 S. Mur-Len Rd., Suite 134 Phone: (913) 768-8900
 Olathe, KS 66062 Fax: (913) 768-6796
 Email: 406@fastsigns.com

ESTIMATE:

OL - 4661

Page 1 of 1

Estimate Date: 6/16/2008 12:32:25PM
 Salesperson: David White
 Entered By: David White
 Date Printed: 8/22/2008 11:13:10AM

Salesperson: david.white@fastsigns.com

Project Description: Camp Dresser & McKee, Runway warning signs

Customer: Grimm Construction
 Ordered by: Dave Farkas
 Phone: (913) 813-5889 x cell
 Fax: (913) 764-5375

1333 Vivian rd
 Kansas City, MO 66418

Email: dfarkas@grimmconstruction.com

Dear Dave:

Thank you for considering FASTSIGNS Olathe for your sign needs. The quotation we discussed is listed below. Please call with any questions or to get this project started. These prices are good for 30 days unless noted differently below.

IMPORTANT NOTICE: Unless otherwise indicated on this estimate, the customer is solely responsible for securing any required local permits and landlord permission before installing any signs; whether installed by FASTSIGNS or the customer.

ALL ESTIMATES SUBJECT TO REVIEW OF CUSTOMER ARTWORK. Prices are not guaranteed prior to this review.

Sincerely,

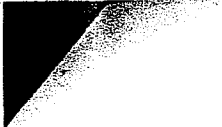
David White
 Owner

PRODUCT	DESCRIPTION	QTY	SIDES	SIZE	UNIT COST	TOTALS
Other Safety/ID Product	Safety & Identification Products catalog R1-1RA22 30" Stop Sign, Reflective sheeting on .080 aluminum Color: White on Red, Helvetica Text: STOP	1	1	30 x 30	\$99.15	\$99.15
080 Aluminum	080 Gauge White Aluminum NON-REFLECTIVE NOTE: We substituted aluminum in place of 1/2" plywood for this product Radiused corners with 4 holes Color: Black on WHITE Text: ACTIVE AIR OPERATIONS LINE TAXIWAY XX	1	1	24 x 48	\$153.50	\$153.50
080 Aluminum	080 Gauge White Aluminum REFLECTIVE NOTE: We substituted aluminum in place of 1/2" plywood for this product Radiused corners with 4 holes Color: Black on WHITE Text: CONSTRUCTION LIMIT CONTRACTOR PERSONNEL NOT PERMITTED BEYOND THIS POINT	1	1	24 x 48	\$180.50	\$180.50

Notes: Prices are FOB our location.
 Prices do not include frames, stands, or mounting hardware

Signs & Graphic Solutions Made Simple.®

SYSTEMFASTSIGNS_CRYSTAL_Estimate-#101



CONSTRUCTION LIMIT

**CONTRACTOR PERSONNEL NOT
PERMITTED BEYOND THIS POINT**

Grimm Construction
1333 N.W. Vivion Road
Kansas City, Missouri 64118-4

Tax Exempt No.:
 Tax Rate:



The Work Zone
1207 Ozark
North Kansas City, MO 64116

Vicki
thevickibarnes@aol.com
816-471-2899
816-471-2970

Grimm Construction
2727 S. Tyler Road
Wichita KS 67209

Attn: Chris Hannaford
Mail: channaford@bainbridgeinvention.com
Phone: 816-813-5320
Fax: 913-764-5375

Date Ordered:	30-Oct-08
Date Required:	4-Nov-08
Ship Via:	Vendor
F O B Point:	Jobsite
Payment Terms:	Net 37
Buyer:	Dave Farkave

***Notify by phone 24 hrs in advance of any shipment
MSDS sheets must accompany all deliveries***

ITEM		QUANTITY		UNIT COST	U/M	AMOUNT	COST CODE	FOR	LOCATION	PCO	B-1
		ORDERED	REC'D								
1	28" Road Cones with Reflective Stripping	45		\$18.25	EA	\$821.25		Safety	AOA Limits		
2	Low Profile Barricades - water filled type	35		\$192.50	EA	\$6,737.50		Safety	AOA Limits		
3	Red Flashing Solar Beacons	140		\$33.25	EA	\$4,655.00		Safety	AOA Limits		
4	Director Construction Barralls	50		\$54.50	EA	\$2,725.00		Safety	AOA Limits		
5	U-Channel Posts 8'-0"	100		\$14.00	EA	\$1,400.00		Safety	AOA Limits		
						\$0.00					
						\$0.00					
						\$0.00					
						\$0.00					
						\$0.00					
						\$0.00					
						\$0.00					
<div> <div> Subtotal: \$16,338.75 </div> <div> Est. Freight: \$950.00 </div> </div>											
Comments:										Distribution:	
										P.O. Log Accounts Payable Superintendent Material Control	

David Farkas

From: theworkzone@aol.com
Sent: Friday, October 31, 2008 3:28 PM
To: David Farkas
Subject: Price for water filled barrier

Dave, Here we go with everything:

45 - 28" reflective cones @ 18.25 each = \$821.25
35 - Low Profile barricades with one red solar light @ 192.50 = \$6737.50
(water-filled with light to mount on the end)
140 - Red, solar assisted, flashing/steady barricade light, 2-lens @ \$33.25 = \$4655.00
50 - Barrels sheeted with orange/white reflective sheeting @ \$54.50 = \$2725.00
100 - Green 2# - 8 ft u-channel post @ 14.00 = \$1400.00

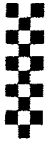
Shipping for above order \$950.00 (items coming from various manufacturers account for shipping cost)

Total Cost for all items and shipping - \$17,288.75

The cones will ship out by Tuesday from Chicago, the barrels and u-channel also on Tuesday from our shop, the water-filled barricades will ship out in 7-10 days and I am waiting to here on the shipment date of the lights. He thought by the end of next week but will let me know as soon as he can. If you are near a fax, I can fill in everything on your PO and fax it over to you. Thanks again and holler if you need me to change anything. I have everything in the works as far as ordering so please let me know immediately if this needs to change. Thanks again.

Vicki Dolt
The Work Zone, Inc.
1207 Ozark St.
North Kansas City, MO 64116
816-471-2899 (work)
816-471-2970 (fax)

McCain or Obama? Stay up to date on the latest from the campaign trail with [AOL News](#).

*theworkzone@aol.com***FAX COVER SHEET**

The Work Zone, Inc.
1207 Ozark
North Kansas City, MO 64116
Phone number: 816-471-2899
Fax number: 816-471-2970

Send to: <i>Grimm Concr.</i>	From: <i>Vicki D</i>
Attention:	Date: <i>10/15/08</i>
Office Location:	Office Location:
Fax Number: <i>913-764-5375</i>	Phone Number: 816-471-2899

- ☐ Urgent
☐ Reply ASAP
☐ Please comment
☐ Please review
☒ For your information

140.00

Total pages, including cover:

Comments:

*Luke,
Our price for airport barricades are
130⁰⁰ each. This includes 2 red lights
& 4 filled sandbags per unit.*

*Thanks
Vicki*

*Holler w/any
questions*

Received Time Oct. 15. '2:13PM

*LUKE, THEY NEED ONLY
1 LIGHT AND NEED TO
BE WATER FILLABLE*

5450
DALL

THE DIRECTOR™



The Director™ has provided the source of traffic control for the construction industry for many years. It is a heavy-duty, high-visibility, portable traffic control device that is designed to be used in a variety of applications. The Director™ is a heavy-duty, high-visibility, portable traffic control device that is designed to be used in a variety of applications.

The Director™ is a heavy-duty, high-visibility, portable traffic control device that is designed to be used in a variety of applications. It is a heavy-duty, high-visibility, portable traffic control device that is designed to be used in a variety of applications.

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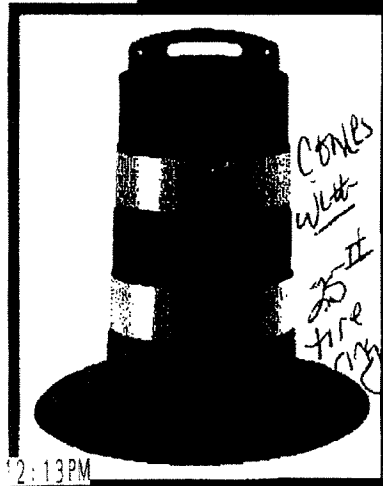
The Director™ is a heavy-duty, high-visibility, portable traffic control device that is designed to be used in a variety of applications. It is a heavy-duty, high-visibility, portable traffic control device that is designed to be used in a variety of applications.

The Director™ is a heavy-duty, high-visibility, portable traffic control device that is designed to be used in a variety of applications. It is a heavy-duty, high-visibility, portable traffic control device that is designed to be used in a variety of applications.

Also works perfectly with fire ring ballast



5450



See us at the trade show
Received Time Oct. 15, 2008 12:13 PM

THE DIRECTOR™ SPECIFICATIONS

Tested and Certified to Meet the Requirements of NCHRP-350

Material

- Impact resistant, low- or high-density polyethylene

Color

- Safety orange with ultraviolet stabilizer for fade resistance

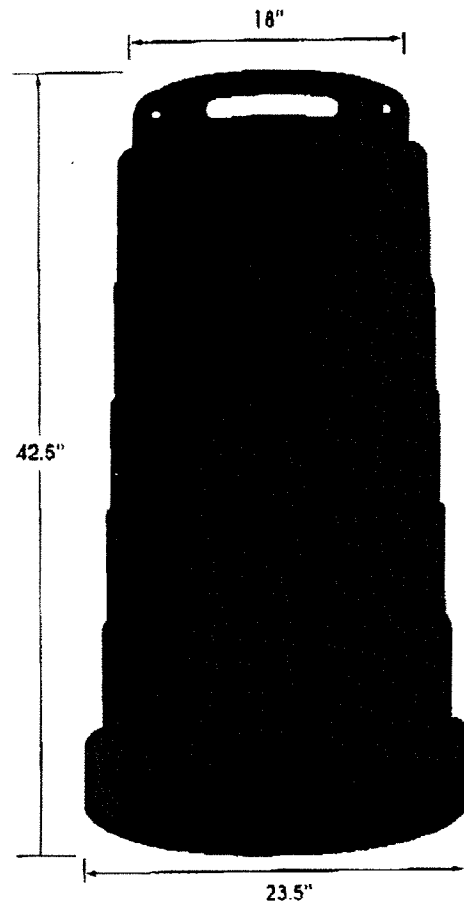
Physical Appearance

- Height 42.5" (1080 mm) overall
- Width 18" (457 mm) top
- 23.5" (597 mm) base

Other Features

- Meets MUTCD specifications - 18" minimum diameter
- Two piece break-away construction
- Built in anti-roll design
- Able to display one or two type "A" or "C" lights
- Large built-in handle for easy maneuverability
- Stacks for efficient transporting to and from the job site
- Available with or without reflective sheeting
- Choice of recycled rubber bases
25 lb (11.3 kg) 40 lb (18.1 kg)
- Built with traditional Lakeside quality

Note: Weights and measurements have been rounded. Specifications are subject to change. Please contact Lakeside Plastics for current information.



Model: FTS-5



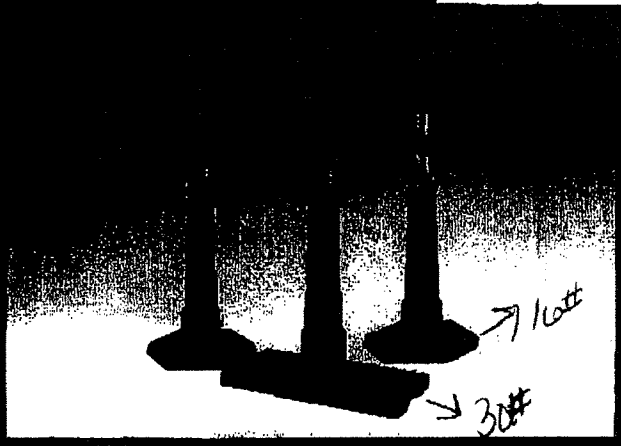
LAKESIDE
PLASTICS

Received Time Oct. 15, 12:13PM

450 W. 33rd Avenue • P.O. Box 2384
Oshkosh, WI 54903-2384 USA
(920) 235-3620 fax (920) 235-6545
info@lakesideplastics.net
www.lakesideplastics.net



THE DIVERTOR™



The Divertor™ is a highly visible, 4' tall, single channel divider that provides a safe work zone with variety of applications. The Divertor™ is available in two other traffic diverters of height of 3' and 6' and is constructed with a heavy-duty high-density polyethylene shell.

The Divertor™ is designed with a grip handle for following for easy carrying and a built-in wheeling. The Divertor™ is designed for use in a variety of applications, with or without the base. The Divertor™ is made of high-density polyethylene and is constructed with a roller top and a variety of base weights.

See reverse side for application.



Received Time Oct. 15. 12:13PM

 **LAKESIDE
PLASTICS, INC.**

THE DIVERTOR™ SPECIFICATIONS

- 42" height
- High-impact, low-density polyethylene with reinforced loop handle
- Break-away design
- Stackable with or without bases
- Two mounting holes for warning lights and signs
- Extra tabs around base of Divertor for "Positive Lockup" with all bases
- Available with reflective sheeting of all styles and widths
- Meets federal M.U.T.C.D standards
- Easy-grip handle
- Choice of 100% recycled rubber base 16# hexagon shape, 30# rectangle shape
- The quality you have come to expect from Lakeside Plastics, Inc.

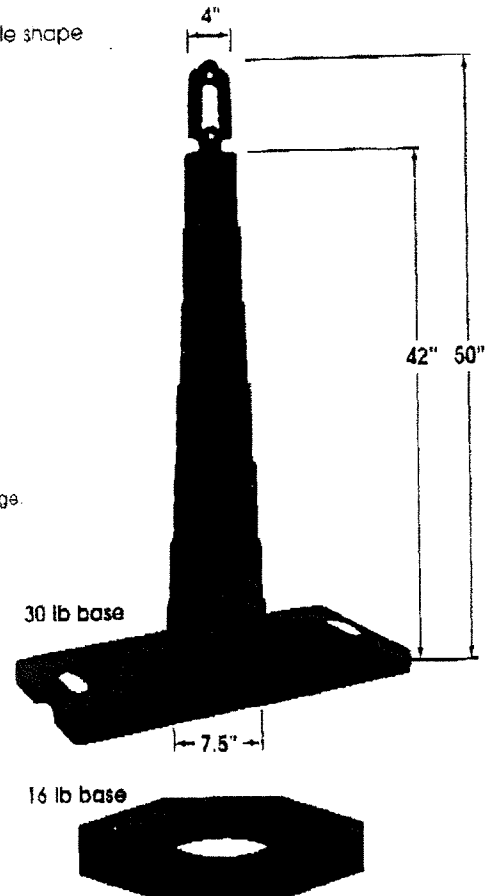
Material:

- Impact resistant, low-density polyethylene

Color:

- Safety orange with ultraviolet stabilizer for fade resistance

Note: Weights and measurements have been rounded. Specifications are subject to change.
Please contact Lakeside Plastics for current information.



**LAKESIDE
PLASTIC**

Received Time Oct. 15, 12:13PM

450 W. 33rd Avenue • P.O. Box 2384
Oshkosh, WI 54903-2384 USA
(920) 235-3620 fax (920) 235-6545
info@lakesideplastics.net
www.lakesideplastics.net



Overhead

Estimate for
Estimate Summary
Prepared by
Addenda Noted

11/11/08 2:00 PM

Version 2008.1

Div #	Description	Labor	Material	Subcontract	Equipment	Other	Subtotal	Total Manhours	Comp Rate	% of Total Mils
1	General Conditions	8,297	0	0	1,140	1,529	10,965	312	\$26.59	100%
2	Division #2	0	0	0	0	0	0	0	#DIV/0!	0%
3	Division #3	0	0	0	0	0	0	0	#DIV/0!	0%
4	Division #4	0	0	0	0	0	0	0	#DIV/0!	0%
5	Division #5	0	0	0	0	0	0	0	#DIV/0!	0%
6	Division #6	0	0	0	0	0	0	0	#DIV/0!	0%
7	Division #7	0	0	0	0	0	0	0	#DIV/0!	0%
8	Division #8	0	0	0	0	0	0	0	#DIV/0!	0%
9	Division #9	0	0	0	0	0	0	0	#DIV/0!	0%
10,12	Division #10, 12	0	0	0	0	0	0	0	#DIV/0!	0%
2/15	Yard Pave (2)	0	0	0	0	0	0	0	#DIV/0!	0%
11,14	Division #11, 14	0	0	0	0	0	0	0	#DIV/0!	0%
15	Division #15	0	0	0	0	0	0	0	#DIV/0!	0%
13/16	Division #13, 16	0	0	0	0	0	0	0	#DIV/0!	0%

Bid Schedule Totals 8,297 0 0 0 1,140 1,529 10,965 312 \$ 26.59 100%

Bid Item #	Description	Quantity	Labor	Material	Subcontract	Equipment	Other	Subtotal	Pay Tax 45.00%	Sales Tax 0.00%	GC's 0	Subtotal Costs	Adjustments	Total Costs	Markup 0.18592	Bonds Ins 1.80%	Final Bid	Final Unit Price	Final Total Price
Base Bid		1	8,297	0	0	1,140	1,529	10,965	3,734	0	0	14,699	0	14,699	2,205	304	17,208	17,000.00	17,000.00
Bid Schedule Totals			8,297	0	0	1,140	1,529	10,965	3,734	0	0	14,699	0	14,699	2,205	304	17,208		17,000.00

Estimate for

General Conditions

Prepared by:

Addenda Noted:

CARP CREW \$ 18.08
EXCAVATION CREW \$ 20.50

Cy concrete 0 Concrete mhrs
Direct manhours 0 Mech mhrs
Total manhours 312 Total Crew
Project Duration 3.00 Avg Crew

03-Nov-08 02:44 PM
2008.1

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
Garney Indirects																
	Sr. Project Manager	3.0 Wks		0.0		0.00	0		0		0		0		0	0
	Project Manager	3.0 Wks		120.0	40.000	1,280.00	3,840		0		0		0		0	3,840
	General Superintendent	3.0 Wks		0.0		0.00	0		0		0		0		0	0
	Civil Superintendent	0.0 Wks		0.0		#DIV/0!	0		0		0		0		0	0
	Mechanical Superintendent	0.0 Wks		0.0		#DIV/0!	0		0		0		0		0	0
	Project Coordinator	3.0 Wks		72.0	24.000	372.00	1,116		0		0		0		0	1,116
	Field Engineer	3.0 Wks		0.0		0.00	0		0		0		0		0	0
	Project Engineer	3.0 Wks		0.0		0.00	0		0		0		0		0	0
	Safety/QC Engineer	3.0 Wks		120.0	40.000	1,113.60	3,341		0		0		0		0	3,341
	Foreman Premium	mhs					0		0		0		0	6.58	0	0
	Surveyor	1.0 ls					0		0		0		0		0	0
	CPM Schedule Outside	LS					0		0		0		0		0	0
	Engineer's Office	0.7 Mos		0.0		0.00	0		0		0		0		0	0
	Engineer's Furnishings	1.0 ls		0.0		0.00	0		0		0		0		0	0
	Engineer's Telephone	0.7 Mos					0		0		0		0		0	0
	Garney Cell Service	0.7 Mos					0		0		0		0		0	0
	Garney T1/internet service	0.7 Mos					0		0		0		0	200.00	139	139
	Sanitary Facility	Mos					0		0		0		0		0	0
	Temp Utilities	Mos					0		0		0		0	200.00	0	0
	Drinking Water	Mos					0		0		0		0	500.00	0	0
	Office Supplies	3.0 Wks					0		0		0		0	150.00	0	0
	Safety\First Aid Equip	ls					0		0		0		0	75.00	225	225
	Drug Tests	5.2 ea					0		0		0		0	0.00	0	0
	Photos	mos					0		0		0		0		0	0
	Project sign	1.0 ea					0		0		0		0	50.00	0	0
	Home Office Travel	LS					0		0		0		0		0	0
	Substance	mhrs					0		0		0		0	3.50	0	0
	Moving Expense	ls					0		0		0		0		0	0
	Temp Housing	Mos					0		0		0		0		0	0
	Temp Utilities	Mos					0		0		0		0		0	0
	Licenses	1.0 LS					0		0		0		0		0	0
	Permits	1.0 LS					0		0		0		0		0	0
	Special Inspections	LS					0		0		0		0		0	0

Estimate for

General Conditions

Prepared by:

Addenda Noted:

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total			
Special Insurance																
			Ls					0		0		0		0		0
	Mob/Demob	1.0	ls	0.0			0.00		0		0		0		0	0
	Prepare Site		ls	0.0		#DIV/0!			0		0		0		0	0
	Shops/Sheds		Mos	0.0		#DIV/0!			0		0		0		0	0
	Temporary Roads		Mos	0.0		#DIV/0!			0		0		0		0	0
	Temporary water		Mos	0.0		#DIV/0!			0		0		0		0	0
	Temporary fencing		If	0.0		#DIV/0!			0		0		0		0	0
	Special Safety Requirements		mhrs	0.0		#DIV/0!			0		0		0		0	0
	Trailer security fencing		If	0.0		#DIV/0!			0		0		0		0	0
	Alarm system		Mos	0.0		#DIV/0!			0		0		0	75.00	0	0
	Small Tools		Ls					0		0		0		0.00	0	0
	Misc. Rental		Ls					0		0		0		0.00	0	0
	Small Equipment Allocation	1.0	Ls					0		0		0		in burden	0	0
	Winter Protect Concrete		sf	0.0		#DIV/0!			0		0		0		0	0
	Winter Protect Masonry		sf	0.0		#DIV/0!			0		0		0		0	0
	Temporary Building Heat		Mos	0.0		#DIV/0!			0		0		0		0	0
	Snow Removal		ls	0.0		#DIV/0!			0		0		0		0	0
	Dewatering		Wks	0.0		#DIV/0!			0		0		0		0	0
	Temporary Pumping		ls	0.0		#DIV/0!			0		0		0		0	0
	Weekly Cleanup		mhrs	0.0	1.000	#DIV/0!			0		0		0		0	0
	Trash Haul		Mos					0		0		0		400.00	0	0
	Soils/Compaction Testing		ls					0		0		0		0	0	0
	Concrete Testing		ls					0		0		0		0	0	0
	Pipe/Mechanical Testing		ls	0.0		#DIV/0!			0		0		0		0	0
	Field Startup		ls	0.0		#DIV/0!			0		0		0		0	0
	Final Cleaning		ls	0.0		#DIV/0!			0		0		0		0	0

Garney Equipment

\$	4.57	Air Compressor	Hrs.				0		0		0		2.51		0.63	0
\$	14.37	Reach Forklift 8,000#	Hrs.				0		0		0		13.33		3.33	0
		Scissor Lift	Hrs.				0		0		0		7.03		1.76	0
		Manlift 60'	Hrs.				0		0		0		12.77		3.19	0
\$	16.10	Rubber fire Backhoe w/IT	Hrs.				0		0		0		11.83		2.96	0
\$	74.73	Backhoe 345	Hrs.				0		0		0		36.10		9.03	0

Estimate for

General Conditions

Prepared by:

Addenda Noted:

CARP CREW \$ 18.08
EXCAVATION CREW \$ 20.50

Cy concrete 0 Concrete mhrs
Direct manhours 0 Mech mhrs
Total manhours 312 Total Crew 3
Project Duration 3.00 Avg Crew 0

03-Nov-08
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Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
\$ 49.44	Backhoe 330	Hrs.		0.0		#DIV/0!	0	0	0	0	0	23.08	0	5.77	0	0
\$ 43.11	Backhoe 320	Hrs.		0.0		#DIV/0!	0	0	0	0	0	15.85	0	3.96	0	0
\$ 35.13	Crane 22-28 ton Grove	Hrs.		0.0		#DIV/0!	0	0	0	0	0	17.69	0	4.42	0	0
\$ 57.49	Crane 50/60 ton Grove	Hrs.		0.0		#DIV/0!	0	0	0	0	0	26.65	0	6.66	0	0
\$ 67.07	Crane 80 ton Potain Tower	Hrs.		0.0		#DIV/0!	0	0	0	0	0	34.01	0	5.10	0	0
\$ 86.23	Crane 80 ton Link Belt	Hrs.		0.0		#DIV/0!	0	0	0	0	0	40.69	0	10.17	0	0
\$ 92.62	Crane 100 ton 222	Hrs.		0.0		#DIV/0!	0	0	0	0	0	40.69	0	10.17	0	0
	Crane 150 ton 777	Hrs.		0.0		#DIV/0!	0	0	0	0	0	121.36	0	30.34	0	0
	Crane mob/setup	1.0	ls	0.0		0.00	0	0	0	0	0	0	0	0	0	0
	Boom Truck	Hrs.		0.0		#DIV/0!	0	0	0	0	0	41.52	0	10.38	0	0
\$ 52.89	5 cy Loader/966	Hrs.		0.0		#DIV/0!	0	0	0	0	0	52.89	0	13.22	0	0
\$ 39.67	4 cy Loader/644/950	Hrs.		0.0		#DIV/0!	0	0	0	0	0	22.55	0	5.64	0	0
\$ 31.62	3.5 cy Loader/624/938	Hrs.		0.0		#DIV/0!	0	0	0	0	0	22.55	0	5.64	0	0
\$ 22.42	3 cy Loader/544/936	Hrs.		0.0		#DIV/0!	0	0	0	0	0	18.40	0	4.60	0	0
	Off Road Truck outside	Hrs.		0.0		#DIV/0!	0	0	0	0	0	58.64	0	14.66	0	0
	Dozer D5	Hrs.		0.0		#DIV/0!	0	0	0	0	0	16.67	0	4.17	0	0
	Backhoe 20 ton w/break	Hrs.		0.0		#DIV/0!	0	0	0	0	0	66.11	0	16.53	0	0
	Backhoe rub tire w/break	Hrs.		0.0		#DIV/0!	0	0	0	0	0	28.74	0	7.19	0	0
	Dump Truck	Hrs.		0.0		#DIV/0!	0	0	0	0	0	80.00	0	0	0	0
\$ 6.90	Generator (Large)	Hrs.		0.0		#DIV/0!	0	0	0	0	0	3.01	0	0.75	0	0
\$ 25.87	Watertruck 4,000 gal	Hrs.		0.0		#DIV/0!	0	0	0	0	0	11.50	0	2.88	0	0
\$ 14.66	Watertruck 2,000 gal	Hrs.		0.0		#DIV/0!	0	0	0	0	0	9.51	0	2.38	0	0
	84" compactor	Hrs.		0.0		#DIV/0!	0	0	0	0	0	31.62	0	7.91	0	0
	66" compactor	Hrs.		0.0		#DIV/0!	0	0	0	0	0	22.99	0	5.75	0	0
	48" compactor	Hrs.		0.0		#DIV/0!	0	0	0	0	0	18.40	0	4.60	0	0
	Skid Steer	Hrs.		0.0		#DIV/0!	0	0	0	0	0	8.62	0	2.16	0	0
	Light Plant	Hrs.		0.0		#DIV/0!	0	0	0	0	0	3.00	0	0.75	0	0
	Office Trailer	Hrs.		0.0		#DIV/0!	0	0	0	0	0	3.00	0	1.50	0	0
	Pickup Truck (PM)	120.0	Hrs.				0	0	0	0	0	4.75	570	3.50	420	990
	Pickup Truck (Supt)	0.0	Hrs.				0	0	0	0	0	4.75	0	3.50	0	0
	Pickup Truck (Supt)		Hrs.				0	0	0	0	0	5.25	0	3.50	0	0
	Pickup Truck (Job)		Hrs.				0	0	0	0	0	4.75	0	3.50	0	0
	Pickup Truck (Misc)	120.0	Hrs.				0	0	0	0	0	4.75	570	3.50	420	990
	JD Gator		Hrs.				0	0	0	0	0	2.24	0	0.56	0	0
	F-550 Job Truck		Hrs.	0.0		#DIV/0!	0	0	0	0	0	10.00	0	4.50	0	0
	Transport Truck		Hrs.				0	0	0	0	0	0	0	90.00	0	0
	Pump 2" Submersible		Hrs.				0	0	0	0	0	4.00	0	0	0	0

Estimate for

General Conditions

Prepared by:

Addenda Noted:

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
	Pump 3" Submersible		Hrs.				0		0		0	5.00	0		0	0
	Pump 4" Submersible		Hrs.				0		0		0	7.00	0		0	0
	Pump 6" Diesel or Sykes		Hrs.				0		0		0	12.00	0	3.00	0	0
	Welding Machine		Hrs.				0		0		0	3.50	0	0.88	0	0
	Computer Equipment	1.0	ls				0		0		0	0	0		0	0
	Network Setup	1.0	ls				0		0		0	0	0		0	0
	Fax Machine		ea				0		0		0	0	0		0	0
	Copier		ea				0		0		0	0	0		0	0
	Postage	1.0	ea				0		0		0	0	0	25	25	25
	Reproduction Services	1.0	ea				0		0		0	0	0	300	300	300

Cy concrete 0
Direct manhours 0
Total manhours 312
Project Duration 3.00 Avg Crew

CARP CREW S 18.08
EXCAVATION CREW S 20.50

0 Concrete mhus
0 Mech mhrs
312 Total Crew
3.00 Avg Crew

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312	8,297	0	0	1,140	1,529	10,965
MHS	Labor	Materials	Subcontract	Equipment	Other	TOTAL
						10,965

BID TOTALS:

Additional Fittings

Cowskin Creek Forcemain
Project # 2395-46935
City of Wichita, KS
Garney Project No. 2909
Additional Fittings

Labor	Hourly Rate w/Fringe	OT Hourly Rate w/Fringe	Regular Hours	Overtime Hours	Subtotal Labor	Totals
Superintendent	60.02	90.03	6.0	0.0	360.12	
Hoe Operator	30.01	45.02	6.0	0.0	180.06	
Loader Operator	30.01	45.02	6.0	0.0	180.06	
Compactor Operator	30.01	45.02	0.0	0.0	-	
Dozer Operator	30.01	45.02	0.0	0.0	-	
General Laborer	20.02	30.03	6.0	0.0	120.12	
General Laborer	20.02	30.03	6.0	0.0	120.12	
General Laborer	20.02	30.03	6.0	0.0	120.12	
					<u>1,080.60</u>	

1,080.60

Equipment	Monthly Ownership	Hrly Operating Cost	Ownership Months	Operating Hours	Subtotal Equipment	
Caterpillar D-5LGP Dozer	5445.00	26.75	0.0	0.0	-	
Caterpillar 330 Excavator	15,415.00	60.95	0.1	6.0	1,136.45	
Caterpillar 938 Loader	4,960.00	26.55	0.1	6.0	407.30	
Compactor 323 Caterpillar	2,770.00	17.85	0.1	4.0	209.90	
Hand Held Rammer Compactor	490.00	2.50	0.0	0.0	-	
					<u>-</u>	
						1,753.65

1,753.65

Subcontract	Quantity	Unit	Rate	Subtotal Subcontract
	0	EA		-
	0	Acres		-
	0	EA		-
	0	EA		-

Material	Quantity	Unit	Rate	Subtotal Material
24" 11.25 deg bends	1	EA	1,510.00	1,510.00
18" 11.25 deg bend	2	EA	733.00	1,466.00
24" Megalugs	2	EA	248.00	496.00
18" Megalugs	4	EA	175.00	700.00
Concrete Thrust Blocks	4	EA	300.00	1,200.00
18" Sleeve	1	EA	733.00	733.00
24"x18" Tee	1	EA	3,068.00	3,068.00

9,173.00

Subtotal Additional Costs	12,007.25
15% on Material	1,375.95
15% On Labor and Equipment	425.14
5% On Subcontracts	-

Additional Costs \$ 13,808.34

Bond and Insurance 1.8% \$ 248.55

Total Additional Costs \$ 14,056.89

Cowskin Creek Forcemain
Project # 2395-40035
City of Wichita, KS
Garney Project A 2909
Re-mob

Labor	Hourly Rate w/Fringe	OT Hourly Rate w/Fringe	Regular Hours	Overtime Hours	Subtotal Labor	Totals
Superintendent	60.02	90.03	16.0	0.0	960.32	
Hoe Operator	30.01	45.02	16.0	0.0	480.16	
Loader Operator	30.01	45.02	16.0	0.0	480.16	
Compactor Operator	30.01	45.02	0.0	0.0	-	
Dozer Operator	30.01	45.02	0.0	0.0	-	
General Laborer	20.02	30.03	16.0	0.0	320.32	
General Laborer	20.02	30.03	16.0	0.0	320.32	
General Laborer	20.02	30.03	16.0	0.0	<u>320.32</u>	
						2,881.60

Equipment	Monthly Ownership	Hrly Operating Cost	Ownership Months	Operating Hours	Subtotal Equipment
Caterpillar D-5LCH Dozer	5445.00	26.75	0.0	0.0	-
Caterpillar 330 Excavator	15,415.00	60.95	0.0	0.0	-
Caterpillar 938 Loader	4,960.00	26.55	0.0	0.0	-
Compactor 323 Caterpillar	2,770.00	17.85	0.0	0.0	-
Hand Held Rammer Compactor	490.00	2.50	0.0	0.0	-
					-

Subcontract	Quantity	Unit	Rate	Subtotal
Flat Beds	2	EA	1,500.00	3,000.00
Tool Trailer	1	EA	1,200.00	1,200.00
Lowboys	2	EA	1,000.00	2,000.00
Lowboys	1	EA	750.00	<u>750.00</u>
				6,950.00

Subtotal Additional Costs	9,831.60
15% On Material	-
15% On Labor and Equipment	432.24
5% On Subcontractors	347.50

Additional Costs	\$ 10,611.34
Bond and Insurance 1.8%	\$ 191.00
Total Additional Costs	\$ 10,802.34



Shelley Electric, Inc.

3619 West 29th St South
PO Box 12124
Wichita, KS 67277
Ph 316-945-8311
Fax 316-945-2604

August 1, 2008

Mike Halbur
Grimm Construction
1129 West Dennis
Olathe, KS 66061

RE: Cowskin Creek Pump Station
Change Order No. 1 – Programming

Mike:

In reference to request on Change Order No.1, Modification #3, we propose the following
Lot Deduct \$53,711.00

This change reflects elimination of PLC and Wonderware InTouch programming by an approved ASP and utilizing our instrumentation supplier, AW Schultz, to perform the PLC and Wonderware InTouch programming for this project. Pricing does not reflect ANY Archestra Programming. Archestra programming shall be performed by others. (i.e. If Mid-Continent WQRF alternate is accepted, Archestra programming will be performed under Mid-Cont WQRF)

It is very important to advise acceptance status of this amount within two weeks so purchase orders and submittals may be prepared.

Please advise if you have questions or need additional information.

Respectfully Submitted,
SHELLEY ELECTRIC, INC.

Jodi DeGraffenried
Project Manager



Letter of Confirmation

Date: September 18, 2008 *Revision #2 10/27/08*
Project: Cowskin Creek Pump Station
To: Mike Halbur
Company: Grimm Construction
Phone: (913) 764-6883 **Fax:** (913) 764-5375
Re: Cowskin Creek RFI 1 Tinned Wire

This is to confirm the following:

In response to RFI 1 request for cost reduction for use of non-tinned XHHW wire, we submit the following:

As per RFI 1 submitted by Shelley Electric, the use of tinned wire was not incorporated into the bid submitted by Shelley Electric. Attached is the portion of the Bid Summary Report which reflects a deduct already incorporated into the project at time of bid. The Owner has already been given the benefit of the savings. No additional cost savings are available.

However, Shelley Electric, Inc. will offer a deduct of \$4869.00 for the difference between XHHW and Tinned EPR/Hypalon wire. Pricing is based on attached quote.

In addition, Shelley Electric, Inc would like to offer an additional savings of \$1,700 to provide THHN insulated wire in lieu of XHHW insulated wire.

Please advise of acceptance as soon as possible so that proper submittals may be prepared.

Correspondence #: 08186-0004R2

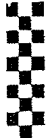
Signed by:

Jodi DeGraffenried
Jodi DeGraffenried, Estimator/Project
Manager

AMERICAN ELECTRIC

315-267-6039

10/16/2008 14:53



Shelley Electric, Inc.

Requisition Form

Postnet Fax Note	7671	Date	From	To	Pages
			Co	Charlie	1
Co/Dept		Phone #	Fax #		

☐ CONFIRMING ONLY
☒ PRICING ONLY

QUANTITY	DATE
8050'	
7000'	
2230'	
100'	
100'	
150'	
150'	
300'	
1780'	
3230'	

Job # Pricing

Job Name Lowstin

Ship To: _____

Top Drawings Required _____

OPERATOR _____ APPROVAL _____

Purchase Order # _____
Date Issued: _____

☐ F.O.B. Jobsite ☐ Phone Order

☐ F.O.B. _____ ☐ Do Not Buy Strapping

☐ Vendor With Delivery ☐ Buy Short Items

☐ Shop Delivery ☐ Cash Discount _____

☐ Required By 10/13/08 10 AM

Diff # XHHW Tinned

TIION	SUPPLIER	UNIT PRICE	TOTAL PRICE
#14	152.95	131.00 m	150.00 m
#12	133.00	162.00 m	181.00 m
#10	64.38	245.00 m	274.00 m
#8	4.60	375.00 m	421.00 m
#6	6.50	560.00 m	625.00 m
#4	45.90	863.00 m	965.00 m
#2	96.00	1345.00 m	1505.00 m
1/0	75.90	2144.00 m	2397.00 m
3/0	75.14	4137.00 m	N/A
4/0	106.8.00	4500.00 m	5100.00 m
350	2470.95	5690.00 m	6455.00 m
	Cut Charge	18.00 E	Incl.

4869.32

Quote Provided by: **DanCo Systems, Inc.**

City of Wichita

Mike Tullis

mtullis@wichita.gov

2305 East 57th Street South

Wichita, KS 67216

316-303-8713

fax: 316-303-8712

Proposal Number: QT12102008JP

Proposal Date: 12/11/2008

Quote Validity 30 Days

Thank you for your interest in DanCo Systems' products. We are pleased to offer the following proposal to your recent inquiry. We offer this proposal on behalf of DanCo Systems, Inc. Included, please find recommended models and instrument descriptions, application details, total proposal price, and estimated ship date.

<i>Item</i>	<i>Qty.</i>	<i>Description</i>	<i>Unit Price</i>	<i>Extended Price</i>
1	1	7ME6520-6PJ-2AA2 Sitrans 24" Mag 5100W Flowmeter Nitrile Liner (reinforced with stainless steel)	\$6,687.00	\$6,687.00
2	1	7ME6910-1AA10-1AA0 Sitrans Mag 5000 Transmitter 115-230VAC	\$1,160.00	\$1,160.00
3	1	FDK:085U1053 Wall Mounting Kit for remote mounting	\$199.00	\$199.00
4	1	FDK:085U0220 Submersible Kit	\$123.00	\$123.00

Estimated Shipment: 2-4 wks

Payment Terms: Net 30 Days

Grand Total: \$8,169.00

Freight: FOB Factory

Should you have any questions, please contact DanCo Systems Inc. at 913-962-0600.

DanCo Systems, Inc.

11503 W. 75th St., #201, Shawnee, KS 66214

913-962-0600; 913-962-0622 fax

We look forward to working with you on your application.

Sincerely,

Jill A. Plumm

Estimate for
Estimate Summary
Prepared by:
Addenda Noted

2/9/09 3:02 PM

Version 2008.1

Div #	Description	Labor	Material	Subcontract	Equipment	Other	Subtotal	Total Manhours	Comp Rate	% of Total Mths
1	General Conditions	6,287	0	0	499	2,964	9,750	158	\$19.87	30%
2	Division #2	5,712	2,471	956	0	1,500	10,639	319	\$17.92	61%
3	Division #3	0	0	0	0	0	0	0	#DIV/0!	0%
4	Division #4	184	0	500	0	0	684	10	\$18.38	2%
5	Division #5	426	1,700	640	0	1,500	4,266	23	\$18.38	4%
6	Division #6	0	0	0	0	0	0	0	#DIV/0!	0%
7	Division #7	0	0	0	0	0	0	0	#DIV/0!	0%
8	Division #8	0	0	0	0	0	0	0	#DIV/0!	0%
9	Division #9	0	0	250	0	0	250	0	#DIV/0!	0%
10,12	Division #10, 12	0	0	0	0	0	0	0	#DIV/0!	0%
2/15	Yard Pipe (2)	0	0	0	0	0	0	0	#DIV/0!	0%
11,14	Division #11, 14	0	0	0	0	0	0	0	#DIV/0!	0%
15	Division #15	279	250	0	0	0	529	15	\$18.63	3%
13/16	Division #13, 16	0	0	18,617	0	0	18,617	0	#DIV/0!	0%
Bid Schedule Totals		12,888	4,421	20,963	499	5,964	44,735	525	\$ 24.56	100%

Bid Item #	Description	Quantity	Labor	Material	Subcontract	Equipment	Other	Subtotal	Pay Tax 45.00%	Sales Tax 0.00%	GC's 0	Subtotal Costs	Adjustments	Total Costs	Markup	Bonds Ins 1.80%	Final Bid
Base Bid		1	12,888	4,421	20,963	499	5,964	44,735	5,800	0	0	50,535	0	50,535	5,484	1,008	57,027
Bid Schedule Totals			12,888	4,421	20,963	499	5,964	44,735	5,800	0	0	50,535	0	50,535	5,484	1,008	57,027

Estimate for	CARP CREW	\$ 18.08	Cy concrete	0	Concrete mhrs	0	09-Feb-09									
General Condition:	EXCAVATION CREW	\$ 20.50	Direct manhours	367	Mech mhrs	15	2,56 PM									
Prepared by:			Total manhours	525	Total Crew	4	2008.1									
Addenda Noted:			Project Duration	3.00	Avg Crew	3										
Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	LABOR		MH/U	Materials		Subcontract		Equipment		Other		Total Cost
					Unit	Total		Unit	Total	Unit	Total	Unit	Total	Unit	Total	

Garney Indirects

Sr. Project Manager	3.0 Wks	45.0	15.000	750.00	2,250	0	0	0	0	0	0	0	0	0	0	2,250
General Superintendent	3.0 Wks	60.0	20.000	950.00	2,850	0	0	0	0	0	0	0	0	0	0	2,850
Field Engineer	3.0 Wks	36.0	12.000	315.00	945	0	0	0	0	0	0	0	0	0	0	945
Foreman Premium	45.9 mhs				0	0	0	0	0	0	0	0	0	6.58	302	302
Garney Cell Service	0.7 Mos				0	0	0	0	0	0	0	0	0	250.00	173	173
Sanitary Facility	0.7 Mos				0	0	0	0	0	0	0	0	0	200.00	139	139
Temp Utilities	0.7 Mos				0	0	0	0	0	0	0	0	0	250.00	173	173
Drinking Water	0.7 Mos				0	0	0	0	0	0	0	0	0	50.00	35	35
Office Supplies	3.0 Wks				0	0	0	0	0	0	0	0	0	75.00	225	225
Safety/First Aid Equip	1.0 ls				0	0	0	0	0	0	0	0	0	91.75	92	92
Subsistence	120.0 mhrs				0	0	0	0	0	0	0	0	0	3.50	420	420
Small Tools	1.0 Ls				0	0	0	0	0	0	0	0	0	477.10	477	477
Misc. Rental	1.0 Ls				0	0	0	0	0	0	0	0	0	91.75	92	92
Weekly Cleanup	16.7 mhrs	16.7	1.000	14.50	242	0	0	0	0	0	0	0	0	0	0	242
Trash Haul	0.7 Mos				0	0	0	0	0	0	0	0	0	400.00	277	277
Garney Equipment																
Pickup Truck (PM)	45.0 Hrs.				0	0	0	0	0	0	0	4.75	214	5.00	225	439
Pickup Truck (Supt)	60.0 Hrs.				0	0	0	0	0	0	0	4.75	285	5.00	300	585
Postage	1.0 ea				0	0	0	0	0	0	0	0	0	25	25	25
Reproduction Services	1.0 ea				0	0	0	0	0	0	0	0	0	10	10	10

BID TOTALS:

158		6,287	0	0	0	499	2,964	9,750
MHS	Labor	Materials	Subcontract	Equipment	Other	TOTAL		
						9,750		

Estimate for
Division #2
Prepared by:
Addenda Noted:

EXCAVATION CREW \$ 20.50
HAND WORK CREW \$ 16.75
PATCH/REPAIR CREW \$ 17.92
HAND DEMO CREW \$ 16.31

2/9/2009
2:56 PM

Comments (Spec/Dwg)	DESCRIPTION	Quantity	UN	TOTAL			LABOR			MATERIALS			SUBCONTRACT			EQUIPMENT			OTHER			TOTAL COST
				MH	MH/U	UNIT	UNIT	TOTAL	UNIT	UNIT	TOTAL	UNIT	UNIT	TOTAL	UNIT	UNIT	UNIT	TOTAL	UNIT	UNIT	TOTAL	
??	Demolition																					
	Install Bridge Brackets	10.0 Ea		30.0	3.000	53.75		538		100.00	1,000					0						1,538
	Anchor Bolts	30.0 Ea		22.5	0.750	13.44		403		5.00	150					0						553
	Temp Handrail	270.0 lf		27.0	0.100	1.79		484		0.50	135					0						619
	Install Scaffold Planks	90.0 lf		36.0	0.400	7.17		645		2.56	230					0						875
	Hoisting	1.0 ls		20.0	20.000	358.33		358								0						358
	Maulift	1.0 ls		12.0	12.000	215.00		215								0						1,715
	Install Safety Plank	84.0 lf		33.6	0.400	7.17		602		2.56	215					0			#####	1,500		817
	Temp Handrail	18.0 lf		1.8	0.100	1.79		32		0.50	9					0						41
	Demo Hot Water Heater	1.0 Ea		0.5	0.500	8.96		9								0						9
	Demo Hot & Cold Water Piping	44.0 LF		8.8	0.200	3.58		158								0						158
	Demo Handrail	16.0 LF		12.8	0.800	14.33		229								0						229
	Demo Ladder	1.0 LS		4.0	4.000	71.67		72								0						72
	Demo Door	1.0 LS		4.0	4.000	71.67		72								0						72
	Demo Vent Pipe	25.0 lf		6.3	0.250	4.48		112								0						112
	Demo Ceiling Fan	1.0 LS		0.5	0.500	8.96		9								0						9
	Demo Chlorine Residual	1.0 LS		4.0	4.000	71.67		72								0						72
	Return Chlorine Residual to Owner	1.0 LS		1.0	1.000	17.92		18								0						18
	Demo Toilet	1.0 LS		2.0	2.000	35.83		36								0						36
	Demo Sink	1.0 LS		2.0	2.000	35.83		36								0						36
	Demo Toilet Accessories	1.0 LS		2.0	2.000	35.83		36								0						36
	Cap hot and cold Water line	1.0 Ea		2.0	2.000	35.83		36		50.00	50					0						86
	Temporary Shoring	56.4 SF		16.9	0.300	5.38		303		5.00	282		500.00			0						585
	Cut Concrete Ceiling	1.0 ls		4.0	4.000	71.67		72								0						572
	Remove concrete ceiling concrete	1.0 ls		15.0	15.000	268.75		269								0						269
	Tent Demo Area	1.0 ls		10.0	10.000	179.17		179		200.00	200					0						379
	Demo North Bathroom Wall	48.0 SF		14.4	0.300	5.38		258								0						258
	Cut North Wall	8.0 lf		0.8	0.100	1.79		14					18.00			0						158
	Demo West Wall to 48" AFF	37.3 SF		11.2	0.300	5.38		201								0						201
	Cut West Wall	17.3 lf		1.7	0.100	1.79		31					18.00			0						343
	Temp. Dust Wall	1.0 LS		12.0	12.000	215.00		215		200.00	200					0						415
				0.0		#DIV/0!		0								0						0

BID TOTALS:

MHS	318.8	Labor	5,712	Materials	2,471	Subcontract	956	Equipment	0	Other	1,500	TOTAL	10,639
												TOTAL	10,639

Misc carp/metal crew 18.38

09-Feb-09
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Estimate for
Division #4
Prepared by:
Addenda Noted:

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
SPEC 04050	BASIC MASONRY MAT'LS & METHODS															
SPEC 04200	MASONRY UNITS															
SPEC 04500	REFRACTORIES															
SPEC 04700	SIMULATED MASONRY															
SPEC 04800	MASONRY ASSEMBLIES															
SPEC 04900	MASONRY RESTORATION & CLEANING															
BASE BID																
	Repair Ceiling Fan Opening	1.0	ls	10.0	10.000		183.75		184		500.00		500		0	684
	Patch top of CMU Wall	10.0	lf	0.0			0.00		0		inc		0		0	0
	Patch Vertical CMU Wall	4.0	ls	0.0			0.00		0		inc		0		0	0
	Patch Plumbing Vent Pipe	1.0	ls	0.0			0.00		0		inc		0		0	0
BASE BID TOTALS :																
				10			184		0		500		0		0	684
				MHS			Labor		Materials		Subcontract		Equipment		Other	TOTAL
																684

Estimate for
Division #5
Prepared by:

Misc carp/metal crew \$ 0.38

09-Feb-09
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Addenda Noted:

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
	Structural Beam W8x13	1.0	ls	4.0	4.000	73.50	74	1,200.00	1,200	0	0	0	0	0	0	1,274
	Weld Structural Beam	1.0	Ea	2.0	2.000	36.75	37	0	640.00	640	0	0	0	0	0	677
	Bolt up Connections	8.0	Ea	3.2	0.400	7.35	59	0	0	0	0	0	0	0	0	59
	Epoxy Anchor Bolts	4.0	Ea	2.0	0.500	9.19	37	0	0	0	0	0	0	0	0	37
	Hoisting	1.0	Ea	12.0	12.000	220.50	221	500.00	500	0	0	0	0	#####	1,500	2,221

BASE BID TOTALS :

MHS	23	Labor	426	Materials	1,700	Subcontract	640	Equipment	0	Other	1,500	TOTAL	4,266
													4,266

Estimate for

Division #9

Prepared by:

Addenda Noted:

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	

Misc carp/metal crew \$ 38

09-Feb-09
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DIVISION 9 - FINISHES

FINISHES METHODS AND MATERIALS

METAL SUPPORT ASSEMBLIES

PLASTER & GYPSUM BOARD

TILES

TERRAZZO

CEILINGS

FLOORING

WALL FINISHES

ACOUSTICAL TREATMENT

PAINTINGS & COATINGS

BASE BID

Painting

1.0 ls	0.0	0.00	0	0	250.00	250	0	0	250	0	0	0	0	0	0	250
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BASE BID TOTALS :

MHS	0	Labor	0	Materials	0	Subcontract	250	Equipment	0	Other	0	TOTAL	250
-----	---	-------	---	-----------	---	-------------	-----	-----------	---	-------	---	-------	-----

Estimate for
Division #15
Prepared by:

PIPING CREW 18.63
PATCH/REPAIR CREW 17.92
09-Feb-09
02:56 PM

Addenda Noted:

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
		1.0	ls	15.0	15.000		279.38	279	250.00	250	0	0	0	0	0	529
	Revise Plumbing															
BASE BID																
				15			279		250		0		0		0	529
				MHS			Labor		Materials		Subcontract		Equipment		Other	TOTAL
BASE BID TOTALS :																529

Estimate for
 Division #13, 16
 Prepared by:
 Addenda Noted:

Misc carp/metal crew * 18.38

09-Feb-09
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Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	

BASE BID

	Demo Hot Water Heater Electrical	1.0	LS	0.0		0.00	0	0	0	####	18,617	0	0	0	0	18,617
	Demo Bathroom Electrical	1.0	LS	0.0		0.00	0	0	0		0	0	0	0	0	0
	Relocate TX-A to new location	1.0	LS	0.0		0.00	0	0	0		0	0	0	0	0	0

BASE BID TOTALS :

				0			0	0	0	0	18,617	0	0	0	0	18,617
				MHS			Labor	Materials	Subcontract	Equipment	Other	TOTAL				18,617

Cowskin Creek Pump Station

Work Change Directive #1

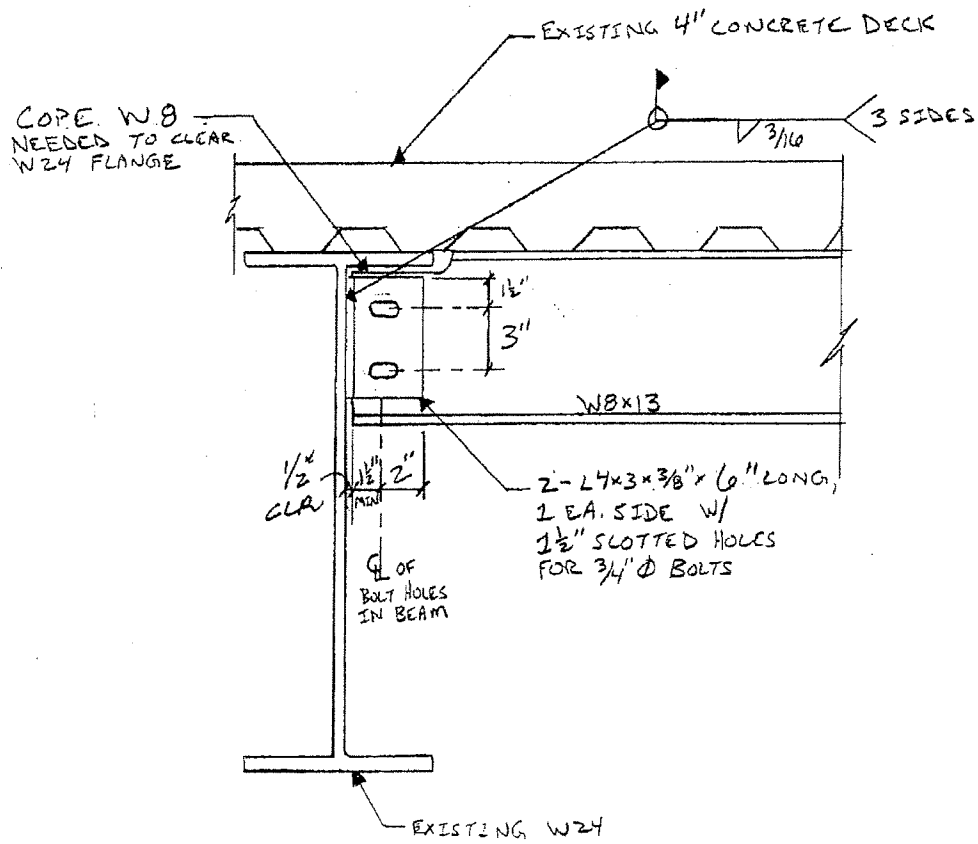
Modifications to Bathroom to Accommodate MCC

1. Demolish and remove hot water heater on top of bathroom ceiling slab.
2. Demolish and remove all plumbing vent piping.
3. Demolish and remove all hot and cold water piping back to inside face of south wall of pump station and cap piping.
4. Demolish and remove bathroom ceiling.
5. Saw cut, demolish, and remove north wall of bathroom down to floor slab elevation.
6. Saw cut, demolish, and remove west wall of bathroom down to an elevation approximately 48" AFF.
7. Install new structural support member beneath bathroom slab per attached details.
8. Relocate new transformer TX-A to a location that will allow relocated air compressor to be installed in the northeast corner of the pump station.
9. Connect drain lines for relocated air compressor and existing bubbler air compressor to existing drain piping.
10. Demolish electrical lighting and conduit at bathroom as necessary.

CLIENT WICHITA -2395
 PROJECT COWSKIN CREEK P.S.
 DETAIL SLAB UNDER NEW MCC

JOB NO. 702455
 DATE CHECKED _____
 CHECKED BY _____

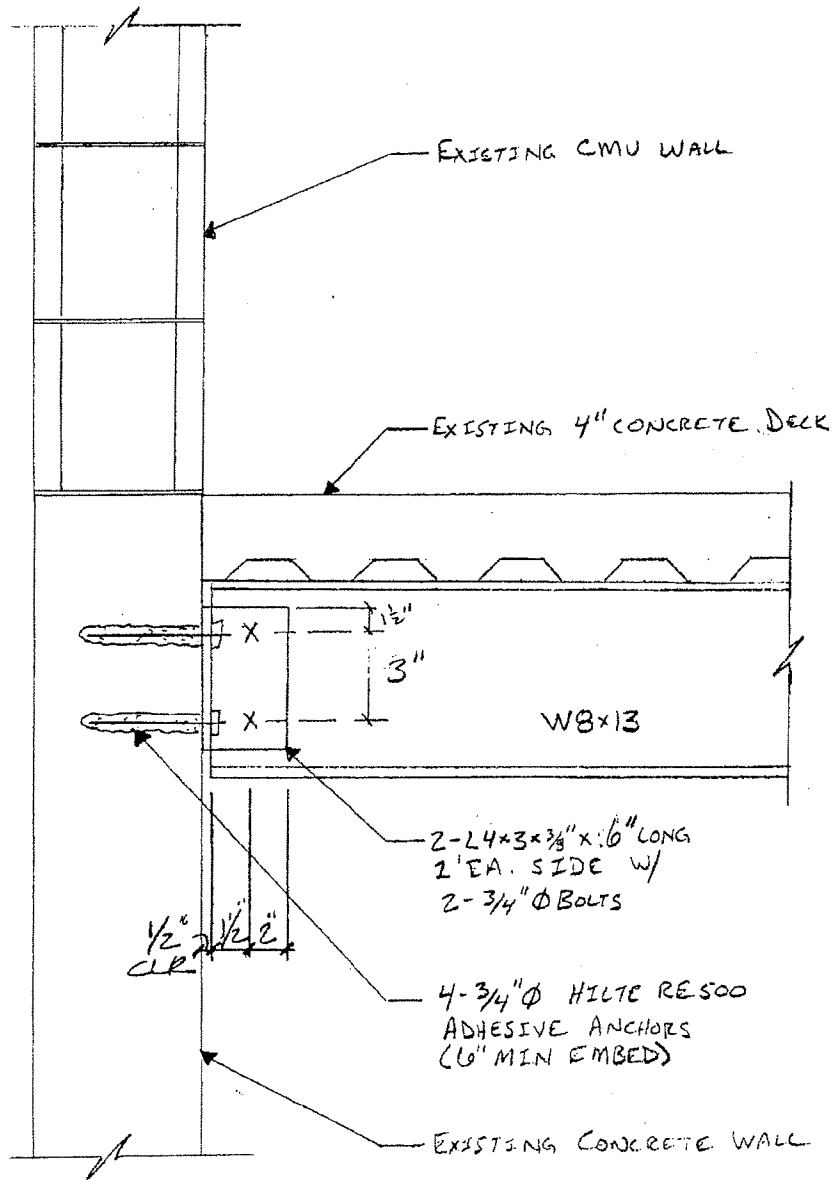
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 DATE 1/23/09
 PAGE NO. 2/



DETAIL A
 1 1/2" = 1'-0"

CLIENT WICHITA 2570 JOB NO. 76450
 PROJECT COWSKIN CREEK PS. DATE CHECKED _____
 DETAIL SLAB UNDER NEW MCCS CHECKED BY _____

COMPUTED BY JCS
 DATE 1/23/09
 PAGE NO. 3/



DETAIL B
1 1/2" = 2'-0"

Mike Halbur

From: Steven Hermes
Sent: Friday, January 30, 2009 10:08 AM
To: Mike Halbur; Chris Hannaford
Subject: FW: Kansas Concrete Cutting

Here it is. FYI these prices were based on us having scaffolding in there for the roof cutting and all the pipe removed that is going to be removed.

Steven Hermes
Chief Field Engineer
Grimm Construction
Mobile: (816) 868-3763
shermes@grimmconstruction.com

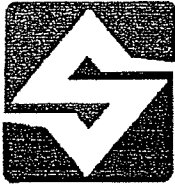


A 100% Employee Owned
Subsidiary of Garney Holding Company

From: Kansas Concrete Cutting [mailto:kansascc@msn.com]
Sent: Friday, January 30, 2009 9:45 AM
To: Steven Hermes
Subject:

1--8' verticle cut x 8" block wall
1--4' verticle cut x 8" block wall
1--9'8" horizontal cut x 8" block wall---\$425.00
saw 7' x 10' x 4" concrete roof into 2' x 2' pieces for removal by contractor \$500.00
these prices are for sawing only removal and cleanup is the responsibility of contractor

Change Order Request



C.O.R. # 08186-0005

G.C. #

Date: 2/6/2009

Project Name: Cowskin Creek Pump Station

Project #: 08186

To: Grimm Construction
Attn: Mike Halbur
1129 West Dennis
Olathe, KS 66061

From: Shelley Electric, Inc.
Jodi DeGraffenried
3619 West 29th Street South
Wichita, KS 67217

Phone: (913) 764-6883 Fax: (913) 764-5375

Phone: (316) 945-8311 Fax: (316) 945-2604

We hereby propose to make the following changes:

Relocate MCC's

Extension of contract is necessary due to time for redesign and delayed release of MCC.
No Layout drawings shall be prepared by Shelley Electric, Inc.
Conduits shall be routed overhead via pump pit opening.
Includes adjustments for different feeder lengths for equipment.

Change Order Price	\$18,617.00
Original Contract Amount	\$644,900.00

This price is good for 30 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Jodi DeGraffenried

2/6/2009

Author

Date Sent



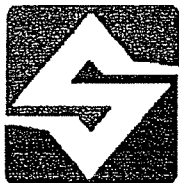
Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



C.O.R. # 08186-0005

G.C. #

Date: 2/6/2009

Project Name: Cowskin Creek Pump Station

Project #: 08186

Labor

Labor Type	Man Hrs	S/Hr	Burden	Fringe	Total Tax	Total Labor
Foreman	24.18	\$30.39	\$16.11	\$0.00	\$0.00	\$1,124.37
Journeyman	161.20	\$27.62	\$15.34	\$0.00	\$0.00	\$6,925.15
Coordination	6.00	\$75.00	\$0.00	\$0.00	\$0.00	\$450.00
Sub Total						\$8,499.52
Grand Total						\$8,499.52

Materials

Materials	Quantity	Cost	Total Tax	Total Materials
Per Extend	1.00	\$6,969.68	\$0.00	\$6,969.68
Sub Total				\$6,969.68
Grand Total				\$6,969.68
Total Cost				\$15,469.20
Overhead				\$1,546.92
Profit				\$850.81
Prep/Assist Design				\$750.00
Total				\$18,617.00



HME, Inc. HAAS METAL ENGINEERING

2828 NW Button Rd.

Topeka, KS 66618

785-235-1524

Fax 785-235-3167

Quotation E09-0073

January 26, 2009

Grimm Construction - Olathe
1129 W. Dennis Ave.

Olathe, KS 66061
913-764-6883 Fax 913-764-5375

Attention Mike Halbur

Allow us to tender our quotation on the project
Cowskin Pump C.O. Proposal #3

Subject to the following Exclusions, Terms and Conditions:

Scope of Work

- (1) W8X13 PRIMED X APPROX 9' LONG
- (4) PRIMED CLIP ANGLES W/ SS316 HARDWARE

Notes

Quotation is valid for 30 calendar days from bid date
Submittal lead times subject to work load at time of purchase order.
Delivery lead times subject to work load at time of received approvals.
All lead times subject to material availability
All steel will be primed UNO
Freight allowed to jobsite
Quotation adheres to AISC code
Contract documents reviewed:
Plans and Specs dated: EMAILED TO HME 01-26-09
Addendums #'s: NONE

The primers supplied are not intended to provide the uniformity of appearance of a finish coat nor to provide extended protection if subjected to prolonged exposure. If immediate erection of steel is not possible, they must be protected from exposure to atmospheric and/or environmental conditions that may be detrimental to paint performance. These conditions would include, but not limited to, prolonged exposure to ultra-violet light resulting in possible fading and or spotting or standing water resulting in spotting, peeling or localized surface oxidation. Gray Primer in particular will show rust spots/streaks due to imperfections in the application process and the properties associated with Gray Primers. Primer touch-up due to transit abrasions and/or scratching during loading and unloading and erection is to be expected. Rusting or abrasions on steel

~~This offer is not subject to the following:~~
~~All AISC Code of Standard Practice.~~

Installation/erection
Rebar and wire mesh
Field measurement and verifies
Sales tax

Bonds
Light gage Framing
Trench Drains and/or Frames
Liquidated Damages

Terms and Conditions:

Payment Terms:

Detailing services shall be invoiced at time of drawing submittal

Market volatility may require raw materials to be purchased as soon as feasibly possible
after a contract is executed – materials to be stored at HME facilities

Contracts must allow for the cost of raw materials to be invoiced and paid for in
advance of fabrication and shipment

Net 30 terms - detailing services, stored materials, and shipped goods

We propose to provide this project as described above,

for the lump sum price **\$1,200.00** excluding tax.

Thank you for the opportunity to quote on this project.

Sincerely,

ED MOHAN
PROJECT MANAGER
HME, Inc.

(95% Compaction)

Labor

Labor	Hourly Rate w/Fringe	OT Hourly Rate w/Fringe	Regular Hours	Overtime Hours	Subtotal Labor	Totals
Superintendent	60.02	90.03	40.0	0.0	2,400.80	
Backfill Hoe Operator	30.01	45.02	40.0	0.0	1,200.40	
Water Truck Operator	30.01	45.02	40.0	0.0	1,200.40	
General Laborer	20.02	30.03	40.0	0.0	800.80	
General Laborer	20.02	30.03	40.0	0.0	800.80	
General Laborer	20.02	30.03	40.0	0.0	<u>800.80</u>	
						7,204.00

Equipment

Equipment	Monthly Ownership	Hrly Operating Cost	Monthly Hours	Operating Hours	Subtotal Equipment
Water Truck	1635.00	24.50	0.3	20.0	980.50
Caterpillar 325 Excavator	12,845.00	53.75	0.3	40.0	6,003.50
Compactor 323 Caterpillar	2,770.00	17.85	0.3	40.0	1,545.00
Trench Compactor	3,300.00	8.20	0.3	10.0	1,072.00
					<u>-</u>
					9,601.00

Subcontract

Subcontract	Quantity	Unit	Rate	Subtotal	
Trucking	6	EA	750.00	Subcontract	
				4,500.00	
				-	
				-	
				-	
				<u> </u>	4,500.00

Material

Subtotal Additional Costs

21,305.00

15% On Labor and Equipment

2,520.75

5% On Subcontracts

225.00

Additional Costs

\$ 24,050.75

Bond and Insurance 1.8%

\$ 432.91

Total Additional Costs

\$ 24,483.66

Estimate for Bore Pit
Estimate Summary

Prepared by:

Addenda Noted:

2/12/09 8:32 AM

Version: 2008.1

Div #	Description	Labor	Material	Subcontract	Equipment	Other	Subtotal	Total Manhours	Comp Rate	% of Total Mhs
1	General Conditions	1,361	0	0	206	340	1,906	44	\$30.84	49%
2	Division #2	0	0	0	0	0	0	0	#DIV/0!	0%
3	Division #3	0	0	0	0	0	0	0	#DIV/0!	0%
4	Division #4	0	0	0	0	0	0	0	#DIV/0!	0%
5	Division #5	0	0	0	0	0	0	0	#DIV/0!	0%
6	Division #6	0	0	0	0	0	0	0	#DIV/0!	0%
7	Division #7	0	0	0	0	0	0	0	#DIV/0!	0%
8	Division #8	0	0	0	0	0	0	0	#DIV/0!	0%
9	Division #9	0	0	0	0	0	0	0	#DIV/0!	0%
10,12	Division #10, 12	0	0	0	0	0	0	0	#DIV/0!	0%
2/15	Yard Pipe (2)	0	0	8,678	0	3,337	12,015	0	#DIV/0!	0%
11,14	Division #11, 14	0	0	0	0	0	0	0	#DIV/0!	0%
15	Division #15	0	0	0	0	0	0	0	#DIV/0!	0%
13/16	Division #13, 16	858	2,418	0	1,584	674	5,633	47	\$18.38	51%

Bid Schedule Totals 2,219 2,418 8,678 1,890 4,351 19,555 91 S 24.43 100%

Bid Item #	Description	Quantity	Labor	Material	Subcontract	Equipment	Other	Subtotal	Pay Tax 45.00%	Sales Tax 0.00%	GC's 0	Subtotal Costs	Adjustments	Total Costs	Markup	Bonds Ins 1.80%	Final Bid
Base Bid	1	2,219	2,418	2,418	8,678	1,890	4,351	19,555	998	0	0	20,554	0	20,554	2,215	410	23,179
Bid Schedule Totals			2,219	2,418	8,678	1,890	4,351	19,555	998	0	0	20,554	0	20,554	2,215	410	23,179

Estimate for

General Conditions

Prepared by:

Addenda Noted:

CARP CREW \$ 18.08
EXCAVATION CREW \$ 20.50

Cy concrete 0 Concrete mhrs
Direct manhours 47 Mech mhrs
Total manhours 91 Total Crew
Project Duration 1.00 Avg Crew 2008.1

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	

Garney Indirects

Sr. Project Manager	1.0 Wks	2.0	2.000	100.00	100		0		0		0		0		0	100
Project Manager	1.0 Wks	0.0		0.00	0		0		0		0		0		0	0
General Superintendent	1.0 Wks	0.0		0.00	0		0		0		0		0		0	0
Civil Superintendent	1.0 Wks	16.0	16.000	600.00	600		0		0		0		0		0	600
Mechanical Superintendent	0.0 Wks	0.0		#DIV/0!	0		0		0		0		0		0	0
Guard	1.0 Wks	0.0		0.00	0		0		0		0		0		0	0
Field Engineer	1.0 Wks	24.0	24.000	630.00	630		0		0		0		0		0	630
Project Engineer	1.0 Wks	0.0		0.00	0		0		0		0		0		0	0
Safety/QC Engineer	0.0 Wks	0.0		#DIV/0!	0		0		0		0		0		0	0
Foreman Premium	5.8 mhs						0		0		0		6.58		38	38
Garney Cell Service	0.2 Mos						0		0		0		250.00		58	58
Safety/First Aid Equip	1.0 ls						0		0		0		11.67		12	12
Small Tools	1.0 LS						0		0		0		60.68		61	61
Misc. Rental	1.0 LS						0		0		0		11.67		12	12
Weekly Cleanup	2.1 mhrs	2.1	1.000	14.50	31		0		0		0		0		31	31
Office Trailer	40.0 Hrs.						0		0		0		3.00		120	180
Pickup Truck (PM)	2.0 Hrs.						0		0		0		4.75		10	20
Pickup Truck (Supt)	16.0 Hrs.						0		0		0		4.75		76	156
Reproduction Services	1.0 ea						0		0		0		0		10	10

BID TOTALS:

44	1,361	0	0	206	340	1,906
MHS	Labor	Materials	Subcontract	Equipment	Other	TOTAL
						1,906

Estimate for
Yard Pipe (2)
Prepared by:
Addenda Noted:

EXCAVATION CREW \$ 20.50
HAND WORK CREW \$ 16.75
PATCH/REPAIR CREW \$ 17.92
Yard pipe crew \$ 18.35

12-Feb-09
08:34 AM

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	
DIVISION 2																
Horizontal Boring																
	Horizontal Boring	1.0 ls		0.0		0.00	0		0	8,678.00	8,678	0		0		8,678
	Garney Pipe Extra Depth	1.0 ls		0.0		0.00	0		0		0	0	#####	3,337		3,337
BASE BID TOTALS :																
				0	MHS			Labor	0		8,678		Equipment		3,337	12,015
								Materials		Subcontract				Other		TOTAL
																12,015

Estimate for
Division #13, 16
Prepared by:
Addenda Noted:

Misc carp/metal crew \$ 18.38

12-Feb-09
08:34 AM

Comments (Spec/Dwg)	Description	Quantity	Unit	Total MH	MH/U	LABOR		Materials		Subcontract		Equipment		Other		Total Cost
						Unit	Total	Unit	Total	Unit	Total	Unit	Total			
BASE BID																
	Extra Manhole Section	4.0 lf		7.0	1.750	32.16	129	604.50	2,418		0		0		0	2,547
	Cat 350	40.0 hrs		0.0		0.00	0		0		0	90.00	3,600	36.00	1,440	5,040
	Cat 320	-40.0 hrs		0.0		0.00	0		0		0	47.90	(1,916)	19.16	(766)	(2,682)
	Excavate extra 4 ft Section	256.0 cy		14.1	0.055	1.01	259		0		0		0		0	259
	Backfill extra 4 ft Section	256.0 cy		25.6	0.100	1.84	470		0		0		0		0	470
BASE BID TOTALS :																
				47			858		2,418		0		1,684		674	5,633
				MHS			Labor		Materials		Subcontract		Equipment		Other	TOTAL
																5,633

Mike Halbur

From: David Farkas
Sent: Thursday, February 12, 2009 8:27 AM
To: Mike Halbur
Subject: FW: Cowskin Creek

David Farkas
Grimm Construction
Office: 913-764-6883 Ext.612
Mobile: 816-813-5889
Fax: 816-278-5912

From: Brad Werth [mailto:bradw@wichitaconcretepipe.com]
Sent: Monday, January 12, 2009 10:20 AM
To: David Farkas
Cc: Tina Egnor
Subject: RE: Cowskin Creek

See the requested pricing below:

8'x8'x4'-0" manhole sections \$2,418.00
Pig Launching Vault 15'x11'x10'-0" \$21,500.00
Price includes base, walls, top, hatch and ladder.

Please note this structure can not be built as shown with the 16,000 lbs weight restriction. The base itself 15.67'x11.67'x1.0' weighs 27,000 lbs.

Please let me know if you have any questions or if we can help in any way.

Brad Werth
General Manager
Wichita Concrete Pipe
PH 838-8651
Fax 838-0838
bradw@wichitaconcretepipe.com

From: David Farkas [mailto:dfarkas@grimmconstruction.com]
Sent: Thursday, January 08, 2009 10:08 AM
To: Brad Werth
Subject: Cowskin Creek

Brad,

Could you please provide pricing on the following:

1 ea - 4' section of an 8'x8' manhole
To precast the pig launching station keeping the weights at a minimum (approx 20,000lbs)

Please call me with any questions. Thank you.

David Farkas

Grimm Construction

Office: 913-764-6883 Ext.612

Mobile: 816-813-5889

Fax: 816-278-5912

HORIZONTAL BORING & TUNNELING CO.®

505 S. RIVER AVENUE
P.O. BOX 429
EXETER, NE 68351-0429
PHONE: 402-266-5347
FAX: 402-266-5377
PROJ. MGMT. FAX: 402-266-5591

ADDITIONAL QUOTE # 3

BID DATE: February 11, 2009

PROJECT: Wichita, KS - Cowskin Creek Pump Station and Force Main Modifications
Tyler Road - Extra Depth

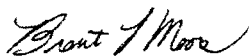
BID ITEM	DESCRIPTION	ESTIMATED QUANTITIES	UNIT PRICE	TOTAL AMOUNT
E.	Additional Cost - Extra Depth	1 lump sum	\$8,678.00 LS	\$8,678.00

Extra costs incurred on project on 1/6/09 and 1/7/09.

- Discovered unmarked drainage structure.
- Confirmed need to change grades.
- Re-calculated and staked grades & slopes.
- Pits were required to be lower & the entire crossing was lowered on one end approximately 4.6 feet.
- Soils will transition through the crossing differently than planned.
- Pit design required recalculations.
- Work will be carried out in deeper pits, affecting anticipated production slightly.

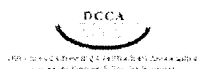
All other conditions remain the same as per our original quote dated March 21, 2008.
Soils conditions shall be similar to soil borings provided.
If you have any questions, please contact Brent Moore at our office PH# 402-266-5347.

HORIZONTAL BORING & TUNNELING CO.



Brent L. Moore
President/Estimator

Trenchless Construction Specialist



CITY OF WICHITA
City Council Meeting
March 24, 2009

TO: Mayor and City Council Members

SUBJECT: Acquisition of 2030 South Seneca the Meridian Drainage Outfall Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: The Meridian Drainage Outfall project will provide additional storm water drainage for the area bounded by Meridian, Harry, Pawnee and McLean. The project requires the acquisition of easements over several tracts and the total acquisition of two properties. One of the properties required to be acquired in total is located at 2030 South Seneca. The property was formally operated as a self service fuel facility. All tanks and improvements have been removed. The site has 163 feet of frontage on Seneca and is zoned limited commercial and residential. Property has 35,831 square feet.

Analysis: The proposed acquisition was appraised at \$100,000. The property had been listed for sale for \$148,500. After negotiation, the owners have agreed to accept the appraised value of \$100,000 (\$2.79 per square foot).

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$101,000 is requested. This includes \$100,000 for acquisition and \$1,000 for closing costs and title insurance.

Goal Impact: The acquisition of this parcel is necessary to ensure efficient infrastructure by improving the stormwater drainage and control through a developed part of the City.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Aerial map and real estate purchase agreement.



REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 2 day of March, 2009 by and between Fuel Managers, Inc., hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed for the following described real property, situated in Sedgwick County, Kansas, to wit:
Lots 2 and 3 of Vann-McNew Addition and the West 100 feet of Lot 2, Security Storage Properties 3rd Addition, Wichita, Sedgwick County, Kansas, more commonly known as 2030 South Seneca.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above described real property the sum of One Hundred Thousand and No/100 Dollars (\$100,000.00) in the manner following, to-wit: cash at closing.
3. A complete abstract of title certified to date, or a title insurance commitment to insure to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to City of Wichita, Kansas, Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. Taxes shall be pro-rated for the calendar year through the date of closing.
6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before April 30, 2009.
7. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same and in the same condition as they are now.
8. Possession to be given to Buyer at closing. Seller further agrees to convey the Property with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
9. In the event an Owner's title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be split evenly between Buyer and Seller. Buyer and Seller will also split all closing costs.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted, at Buyer's expense, an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, Buyer shall have the right to void this agreement upon notice to Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to buyer any deposit made hereunder.

B. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. Buyer shall, if Buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

11. Buyer has carefully examined, or will have examined before closing, the Property and in making the decision to buy the Property, Buyer is relying wholly and completely on Buyer's own judgment and the judgment of any contractors or inspectors Buyer may have selected. Buyer agrees that the purchase price was negotiated after consideration of all possible defects in the Property, and Buyer purchases the Property in its present condition, "as is" and without warranties or representations of any kind, concerning the condition or value of the Property. Buyer acknowledges that neither Seller nor any broker or salesperson involved in this transaction is an expert at detecting or repairing physical defects in the Property.

12. J. P. Weigand & Sons, Inc. ("Weigand"), Grant Tidemann, Cristi Howell, Terry Rupp and John Rupp are functioning as transaction brokers in this transaction.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER:
Fuel Managers Inc.

BUYER:
By Direction of the City Council

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf, Director of Law

CITY OF WICHITA
City Council Meeting
March 24, 2009

TO: Mayor and City Council Members

SUBJECT: Partial Acquisition of 2526 West 31st Street South for the Meridian; 47th Street – 31st Street Road Improvement Project (District IV)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Approve the acquisition.

Background: On July 1, 2008, the City Council approved the improvement of Meridian Street between 47th St. South and 31st St. South. Meridian will be widened from two-lanes to five-lanes with a center two-way turn lane. Curb to gutter will be constructed and traffic signals will be upgraded and new traffic signals will be installed at the I-235 access ramps. These parcels consist of vacant land, single-family residences and commercial buildings. This particular property is the last acquisition for this project. The property is developed as an apartment complex and within the proposed acquisition area is the advertising sign and privacy fence.

Analysis: The subject property is located on the northwest corner of 31st Street South and Meridian. The taking is a triangular shaped and consists of 125 square feet. The owner rejected the appraised value of \$375, or \$3.00 per square foot however; the owner agreed to convey the necessary acquisition area for \$4,430. \$1,250, or \$10.00 per square foot is for the land and based on estimates to remove, reconstruct the fence in addition to resetting the advertising sign. The lowest estimate to perform said work is \$3,180. While \$10.00 per square foot is a high value for commercial land in the area, this settlement amount is reasonable considering the cost of eminent domain and it is recommended that the City accept the counter offer.

Financial Considerations: The funding source for the project is General Obligation Bonds. A budget of \$4,780 is requested. This includes \$1,250 for the acquisition, \$3,180 for personal property and \$350 for closing costs and title insurance.

Goal Impact: This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

Legal Considerations: The Law Department has approved the contract as to form.

Recommendation/Action: It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Real Estate Purchase Contract and 3) Authorize the necessary signatures.

Attachments: Tract map, aerial and real estate purchase agreement.

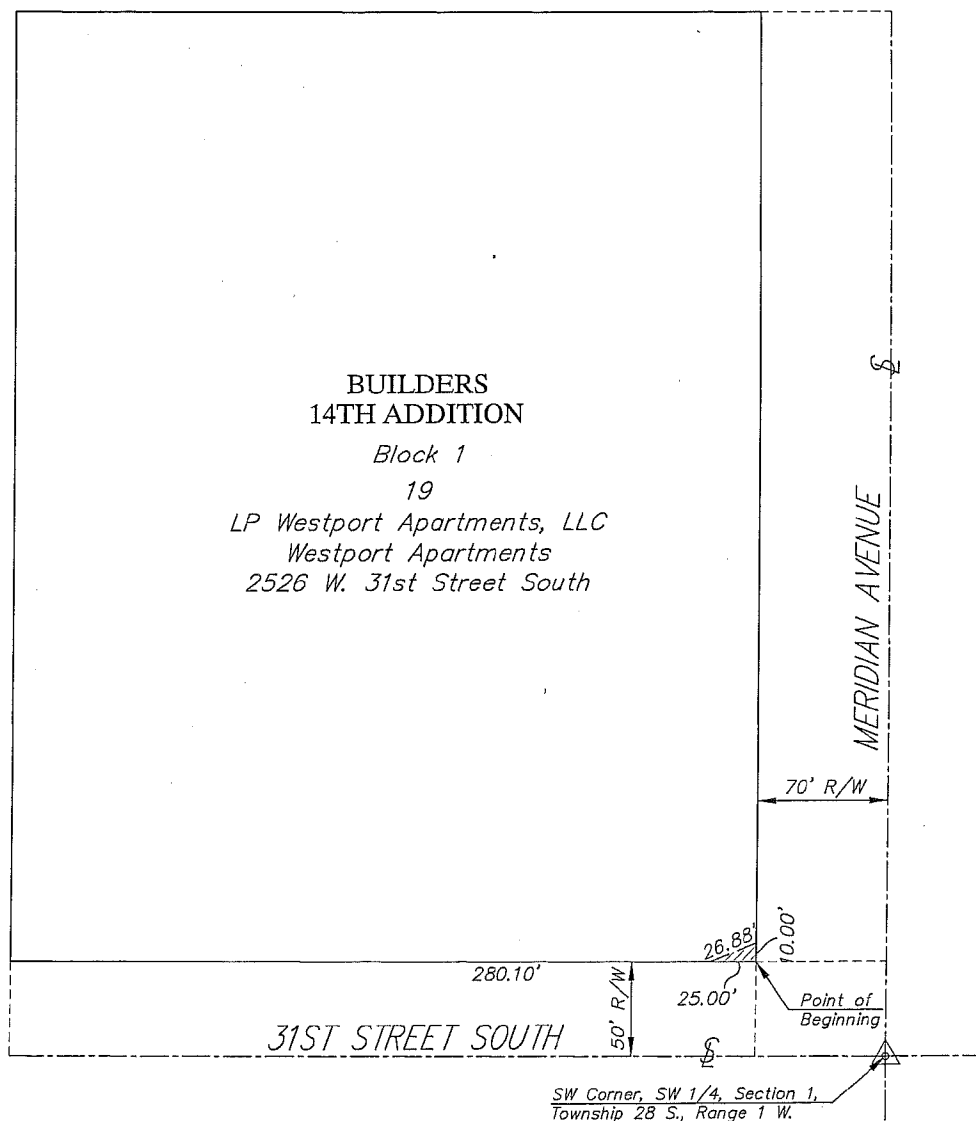
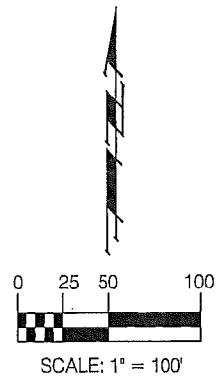
EXHIBIT

LEGAL DESCRIPTION:

A Proposed Right-of-Way Acquisition in Wichita, Sedgwick County, Kansas, Described as Follows:

Commencing at the SE Corner of the SE 1/4 of Section 1, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence North along the East Line of said SE 1/4 a distance of 50.00 feet; thence West parallel to the South Line of said SE 1/4 a distance of 70.00 feet to the Point of Beginning; thence continuing West parallel with the South Line of said SE 1/4 a distance of 25.00 feet; thence Northeasterly a distance of 26.88 feet to a point 60.00 feet normally distant North of the South Line of said SE 1/4 and 70.00 feet normally distant West of the East Line of said SE 1/4; thence South parallel to the East Line of said SE 1/4 a distance of 10.00 feet to the Point of Beginning.

Containing 125.0 Sq. Ft., more or less.



DATE: 6/30/08

Baughman Company, P.A.

315 Ellis St. Wichita, KS 67211 P 316-262-7271 F 316-262-0149

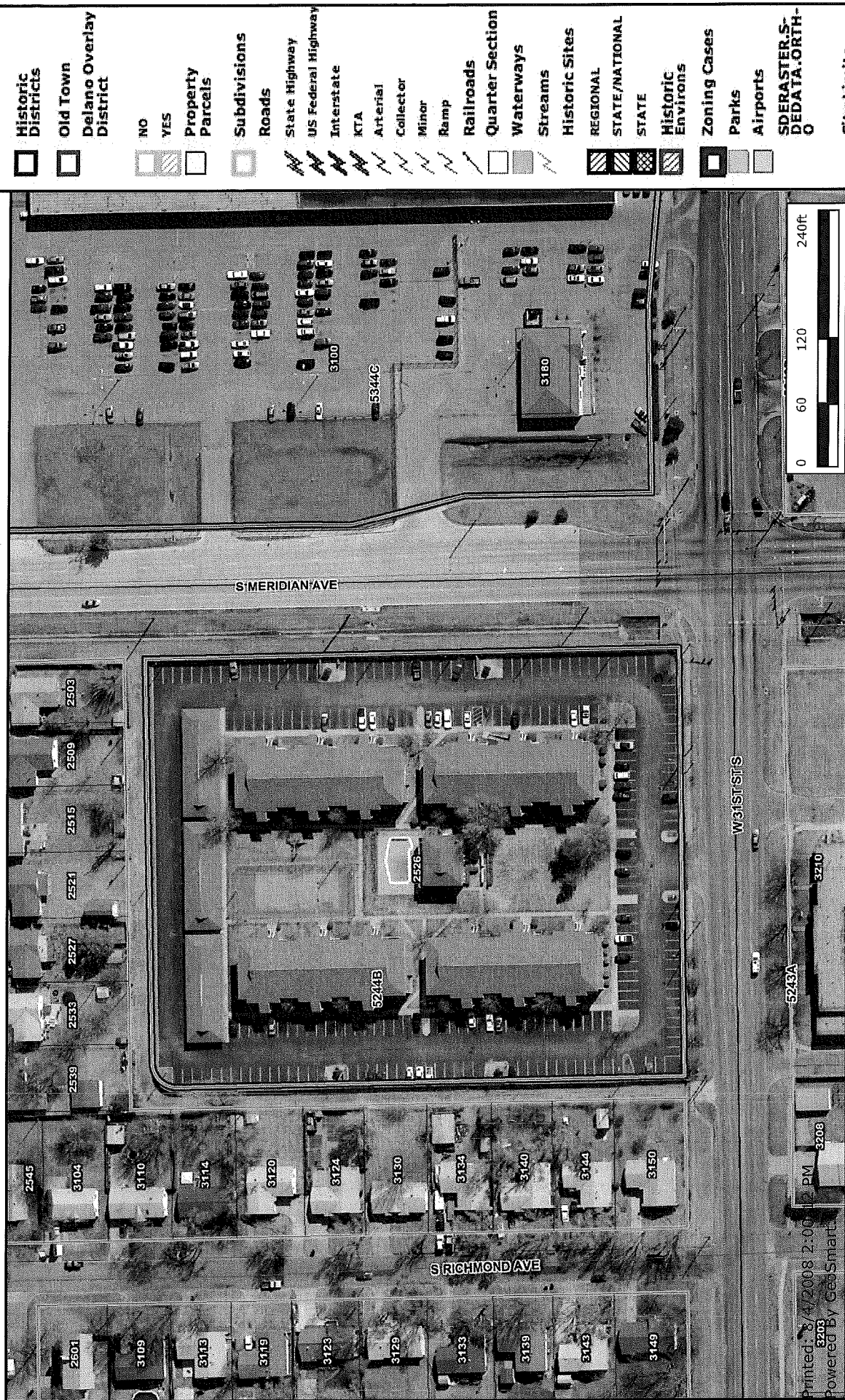
Baughman ENGINEERING | SURVEYING | PLANNING | LANDSCAPE ARCHITECTURE

Project Number 05-10-E396

F:eng/47th South/Exhibits/Westport Apts.dwg



2526 W. 31st Street South



Printed: 8/4/2008 2:00:12 PM
3203
Powered By GeoSmart



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



CITY LIMITS

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, Made and entered into this 26 day of February, 2009 by and between Westport Properties, LLC, a Delaware Limited Liability Company, hereinafter referred to as "Seller," whether one or more, and City of Wichita, Kansas, a Municipal Corporation, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a warranty deed for the construction and maintenance of road right-of-way and other infrastructure improvements within, upon and under the following described tract, to wit:

A proposed right-of-way acquisition in Wichita, Sedgwick County, Kansas, described as follows:

Commencing at the SE Corner of the SEQ of Section 1, Township 28 South, Range 1 West of the 6th P.M., Sedgwick County, Kansas; thence North along the East Line of said SEQ a distance of 50.00 feet; thence West parallel to the South Line of said SEQ a distance of 70.00 feet to the point of beginning; thence continuing West parallel with the South Line of said SEQ a distance of 25.00 feet; thence Northeasterly a distance of 26.88 feet to a point 60.00 feet normally distant North of the South Line of said SEQ and 70.00 feet normally distant West of the East Line of said SEQ; thence South parallel to the East Line of said SEQ a distance of 10.00 feet to the point of beginning. Said area is 125.0 square feet, more or less.

2. The Buyer hereby agrees to purchase and pay to the Seller as consideration for the conveyance to Buyer, the above described tract and damages including but not limited to fencing and landscaping, the sum of One Thousand Two Hundred Fifty Dollars and no/100 (\$1,250.00) in the manner following, to-wit: cash at closing.

3. Buyer hereby agrees to compensate Seller, as eligible, the most advantageous of a minimum of two estimates to relocate Seller-owned improvements from within the above-described right-of-way to a location outside of the above-described right-of-way.

Said improvements, fence and advertising sign, shall be relocated out of the area above described in paragraph 1 within 30-days from the closing.

4. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division- for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

5. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

6. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before March 29, 2009.

7. The Seller further agrees to convey the above described easement with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.

8. Possession to be given to Buyer on or before closing date.

9. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by seller and 100% by buyer. Buyer will pay 100% closing costs.

10. Site Assessment

A. At any time prior to the closing of this agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the Property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the Property, the buyer shall have the right to void this agreement upon notice to the seller, in which event neither party shall be under any further obligation to the other, with the exception that seller shall return to buyer any deposit made hereunder. The buyer or its agents shall have the right, without the obligation, to enter upon the Property prior to closing to undertake an environmental site assessment or testing of the Property, at the buyer's sole expense.

B. Provided, however, buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to Paragraph A above. The buyer shall, if buyer determines a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment after this agreement is executed by all parties.

WITNESS OUR HANDS AND SEALS the day and year first above written.

SELLER: *Properties*
Westport Apartments, LLC, a Delaware Limited Liability Company:

By Dean Holliday
Managing Member

[Signature]

BUYER:

By Direction of the City Council

ATTEST:

Carl Brewer, Mayor

Karen Sublett, City Clerk

Approved as to Form:

Gary E. Rebenstorf
Gary E. Rebenstorf, Director of Law

CITY OF WICHITA, KANSAS
CLAIM OF MOVING REIMBURSEMENT - NON-RESIDENTIAL

DATE 3/11/2009

DISPLACEE	<u>Westport Apartments</u>	D/B/A	<u>Westport Properties, LLC</u>
PHONE NO.	<u>661.250.1070</u>	TRACT	<u>1</u>
PROJECT	<u>Meridian: 31st -47th</u>	COUNTY	<u>Sedgwick</u>

I, Dean Holliday (owner, tenant) hereby claim reimbursement of \$ 3,181.00 for moving personal property displaced by the City of Wichita Meridian, 31st St South to 47th St South Road Improvement Project. This claim is for:

\$ 3,181.00 Reasonable and necessary expense of moving personal property fence and sign

\$ N/A Losses of tangible personal property

\$ N/A Search expense

\$ N/A In Lieu of Moving Expense

\$ N/A Other (explain)

\$ 3,181.00 **TOTAL**

My personal property has been moved from SET BACK ON SUBJECT to N/A. I hereby release the City of Wichita from any payment for the personal property as realty.

I hereby certify that the mailing address for the business, Westport Properties, LLC a Delaware limited liability company is 19425 Soledad Cyn Rd., Ste B-216, Santa Clarita, CA 91351.

The above is a true statement; the claim is eligible for payment.

By: _____

DATE _____

Dean Holliday, Managing Member

I authorize the City of Wichita to pay directly to N/A the moving costs that I am entitled.

N/A
DATE _____

N/A
_____, APPLICANT

I certify that the determination of the amount of this payment as shown in the computation above has been examined and claim is eligible for payment.

The agency has determined that the business has personal property which must be moved in connection with such displacement and for which an expense would be incurred in such move and, the business vacates or relocates from its displacement site.

APPROVAL FOR PAYMENT:

DATE _____

GERRI D. FORD, RELOCATION AGENT

City of Wichita
City Council Meeting

March 24, 2009

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
District I and III

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On March 2, 2009, the Board of Code Standards and Appeals conducted hearings on the five (5) properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<u>Property Address</u>	<u>Council District</u>
1248 N. Minnesota	I
1716 N. Poplar	I
1722 N. Poplar	I
1745 N. Chautauqua	I
1942 S. Washington	III

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule a public hearing before the City Council on May 5, 2009 at 9:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, Summaries, and Resolutions.

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1248 N. MINNESOTA** and legally described as: **LOTS 187 AND 188, ROSENTHAL'S 2ND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 5, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 24 x 34 feet in size. Vacant for at least 1 year, this structure has a shifting and cracking concrete block foundation; missing asbestos siding shingles; badly worn composition roof, with missing shingles; cracked concrete front and rear porches; and the wood trim and framing members are rotted.

(b) Street Address: 1248 N. MINNESOTA

(c) Owners:
Andre Means
1632 N. Minneapolis
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s):
Acme Loan Company Inc.
3121 E. 13th N.
Wichita, KS 67214

(h) Interested Parties:
State of Kansas
Social and Rehabilitation Services
915 SW Harrison
Topeka, KS 66612

DATE: March 2, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1248 N. MINNESOTA

LEGAL DESCRIPTION: LOTS 187 AND 188, ROSENTHAL'S 2ND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24 x 34 feet in size. Vacant for at least 1 year, this structure has a shifting and cracking concrete block foundation; missing asbestos siding shingles; badly worn composition roof, with missing shingles; cracked concrete front and rear porches; and the wood trim and framing members are rotted.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

Published in the Wichita Eagle on March 27 and April 3, 2009

RESOLUTION NO. 09-077

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 187 AND 188, ROSENTHAL'S 2ND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1248 N. MINNESOTA MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 24th day of March 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 5th day of May 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 187 AND 188, ROSENTHAL'S 2ND ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1248 N. MINNESOTA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 24 x 34 feet in size. Vacant for at least 1 year, this structure has a shifting and cracking concrete block foundation; missing asbestos siding shingles; badly worn composition roof, with missing shingles; cracked concrete front and rear porches; and the wood trim and framing members are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 24th day of March 2009.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1716 N. POPLAR** and legally described as: **LOTS 32 AND 34, ON POPLAR STREET, IN WALTER MORRIS AND SON'S FOURTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 5, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A two story frame dwelling about 19 x 50 feet in size. Vacant for at least 3 years, this structure has cracking concrete block basement walls; and the vinyl siding is broken with missing pieces.

(b) Street Address: 1716 N. POPLAR

(c) Owners:
Velda Moore Cherry
3776 Wayne Cir
Norfolk, VA 23513

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: March 2, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1716 N. POPLAR

LEGAL DESCRIPTION: LOTS 32 AND 34, ON POPLAR STREET, IN WALTER MORRIS AND SON'S FOURTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A two story frame dwelling about 19 x 50 feet in size. Vacant for at least 3 years, this structure has cracking concrete block basement walls; and the vinyl siding is broken with missing pieces.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

Published in the Wichita Eagle on March 27 and April 3, 2009

RESOLUTION NO. 09-078

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 32 AND 34, ON POPLAR STREET, IN WALTER MORRIS AND SON'S FOURTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1716 N. POPLAR MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 24th day of March 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 5th day of May 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 32 AND 34, ON POPLAR STREET, IN WALTER MORRIS AND SON'S FOURTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1716 N. POPLAR, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a two story frame dwelling about 19 x 50 feet in size.

Vacant for at least 3 years, this structure has cracking concrete block basement walls; and the vinyl siding is broken with missing pieces.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 24th day of March 2009.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1722 N. POPLAR** and legally described as: **LOTS 28 AND 30, ON POPLAR STREET, IN WALTER MORRIS AND SON'S FOURTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 5, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 24 x 28 feet in size. Vacant for at least 4 years, this structure is boarded; has a cracking concrete block foundation; broken and missing asbestos siding shingles; deteriorating front and rear porches; wood trim and framing members are rotted and the 20 x 24 foot accessory structure is deteriorated.

(b) Street Address: 1722 N. POPLAR

(c) Owners:
Velda Moore Cherry
3776 Wayne Cir
Norfolk, VA 23513

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: March 2, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1722 N. POPLAR

LEGAL DESCRIPTION: LOTS 28 AND 30, ON POPLAR STREET, IN WALTER MORRIS AND SON'S FOURTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 24 x 28 feet in size. Vacant for at least 4 years, this structure is boarded; has a cracking concrete block foundation; broken and missing asbestos siding shingles; deteriorating front and rear porches; wood trim and framing members are rotted and the 20 x 24 foot accessory structure is deteriorated.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

Published in the Wichita Eagle on March 27 and April 3, 2009

RESOLUTION NO. 09-079

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 28 AND 30, ON POPLAR STREET, IN WALTER MORRIS AND SON'S FOURTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1722 N. POPLAR MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 24th day of March 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 5th day of May 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 28 AND 30, ON POPLAR STREET, IN WALTER MORRIS AND SON'S FOURTH ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1722 N. POPLAR, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 24 x 28 feet in size. Vacant for at least 4 years, this structure is boarded; has a cracking concrete block foundation; broken and missing asbestos siding shingles; deteriorating front and rear porches; wood trim and framing members are rotted and the 20 x 24 foot accessory structure is deteriorated.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 24th day of March 2009.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1745 N. CHAUTAUQUA** and legally described as: **LOTS 83 AND 85, ON MT. OLIVER NOW CHAUTAUQUA AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 5, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 33 x 38 feet in size. Vacant and open, this structure has a badly shifting and cracking block foundation; rotted and missing wood siding; badly worn composition roof; deteriorating rear porch; rotted and missing window trim; and the 6 x 8 foot metal accessory structure is dilapidated, with damaged siding and a partially collapsed roof.

(b) Street Address: 1745 N. CHAUTAUQUA

(c) Owners:
Lonnie Simmons & Laurine Simmons
1745 N. Chautauqua
Wichita, KS 67214

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s):
City of Wichita
Housing & Economic Development
332 Riverview
Wichita, KS 67203

(h) Interested Parties: None

DATE: March 2, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1745 N. CHAUTAUQUA

LEGAL DESCRIPTION: LOTS 83 AND 85, ON MT. OLIVER NOW CHAUTAUQUA AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 33 x 38 feet in size. Vacant and open, this structure has a badly shifting and cracking block foundation; rotted and missing wood siding; badly worn composition roof; deteriorating rear porch; rotted and missing window trim; and the 6 x 8 foot metal accessory structure is dilapidated, with damaged siding and a partially collapsed roof.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living which makes it unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. The building has parts which are so attached that they may fall and injure other property or the public.**
- E. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

Published in the Wichita Eagle on March 27 and April 3, 2009

RESOLUTION NO. 09-080

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 83 AND 85, ON MT. OLIVER NOW CHAUTAUQUA AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1745 N. CHAUTAUQUA MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 24th day of March 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 5th day of May 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 83 AND 85, ON MT. OLIVER NOW CHAUTAUQUA AVENUE, WOODRIDGE PLACE ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS, known as: 1745 N. CHAUTAUQUA, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 33 x 38 feet in size. Vacant and open, this structure has a badly shifting and cracking block foundation; rotted and missing wood siding; badly worn composition roof; deteriorating rear porch; rotted and missing window trim; and the 6 x 8 foot metal accessory structure is dilapidated, with damaged siding and a partially collapsed roof.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 24th day of March 2009.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

GROUP # 2

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1942 S. WASHINGTON** and legally described as: **LOT 178 AND 180, ON WASHINGTON AVENUE, FOREST PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 5, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 30 x 32 feet in size. Vacant for at least 3 years, this structure has a badly worn composition roof, with missing shingles; deteriorated 24 x 24 foot accessory structure; and the second 16 x 20 foot accessory structure is dilapidated and unsecure.

(b) Street Address: 1942 S. WASHINGTON

(c) Owners:
Pamela Sue Whitmore
3721 E. Zimmerly
Wichita, KS 67218

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s):
Bank One NA
Home Loan Services
PO Box 710097
Columbus, OH 43271

(h) Interested Parties: None

DATE: March 2, 2009

CDM SUMMARY

COUNCIL DISTRICT # 3

ADDRESS: 1942 S. WASHINGTON

**LEGAL DESCRIPTION: LOT 178 AND 180, ON WASHINGTON AVENUE, FOREST PARK
ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS**

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 30 x 32 feet in size. Vacant for at least 3 years, this structure has a badly worn composition roof, with missing shingles; deteriorated 24 x 24 foot accessory structure; and the second 16 x 20 foot accessory structure is dilapidated and unsecure.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.

B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.

C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.

D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

Published in the Wichita Eagle on March 27 and April 3, 2009

RESOLUTION NO. 09-081

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOT 178 AND 180, ON WASHINGTON AVENUE, FOREST PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS KNOWN AS 1942 S. WASHINGTON MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 24th day of March 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 5th day of May 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOT 178 AND 180, ON WASHINGTON AVENUE, FOREST PARK ADDITION TO WICHITA, KANSAS, SEDGWICK COUNTY, KANSAS, known as: 1942 S. WASHINGTON, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 30 x 32 feet in size. Vacant for at least 3 years, this structure has a badly worn composition roof, with missing shingles; deteriorated 24 x 24 foot accessory structure; and the second 16 x 20 foot accessory structure is dilapidated and unsecure.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 24th day of March 2009.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting

March 24, 2009

TO: Mayor and City Council Members

SUBJECT: Repair or Removal of Dangerous & Unsafe Structures
District I

INITIATED BY: Office of Central Inspection

AGENDA: Consent

Recommendations: Adopt the attached resolution to schedule the required City Council public hearing to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

Background: On February 2, 2009, the Board of Code Standards and Appeals conducted a hearing on the property listed below. The buildings on this property are considered dangerous and unsafe structures per State statutes and local ordinances, and are being presented in order to schedule a condemnation hearing before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on this property.

On the February 24, 2009 City Council Consent Agenda, the Council approved a dangerous building condemnation public hearing date of April 7, 2009. However, neither of the two (2) newspaper notices required by State statute was published. Therefore, the properties are being resubmitted on the City Council Consent Agenda to establish a new public hearing date.

Analysis: Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

Property Address
a. 1054 N. Green

Council District
I

Financial Considerations: Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

Goal Impact: On January 24, 2006 the City Council adopted five (5) goals for the City of Wichita. These include: Provide a Safe and Secure Community, Promote Economic Vitality and Affordable Living, Ensure Efficient Infrastructure, Enhance Quality of Life, and Support a Dynamic Core Area & Vibrant Neighborhoods. This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods: Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.

Legal Considerations: The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita, shall cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

Recommendations/Actions: Adopt the attached resolutions to schedule a public hearing before the City Council on May 5, 2009 at 9:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

Attachments: Letters to Council, Summaries, and Resolutions.

GROUP # 1

NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1054 N. GREEN** and legally described as: **LOTS 43 AND 45, BLOCK 3, ESTERBROOK PARK ADDITION, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **May 5, 2009** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Kurt A. Schroeder, Superintendent, Office of Central Inspection
City of Wichita

[illegible]

BE IT REMEMBERED, That on this _____ day of _____, 2009, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Kurt A. Schroeder, Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



TO: The Mayor and City Council
Wichita, Kansas

RE: Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

(a) Description of Structure: A one story frame dwelling about 27 x 29 feet in size. Vacant and open, this structure has a shifting and cracking concrete foundation; cracked asbestos siding shingles; sagging and badly worn composition roof, with holes and missing shingles; rotted sill plate; and the 14 x 20 foot accessory structure is dilapidated at risk of collapsing.

(b) Street Address: 1054 N. GREEN

(c) Owners:
Mark Raya & Janice Raya
319 E. Tall Tree Road
Derby, KS 67037

(d) Resident Agent: None

(e) Occupant: None

(f) Lienholders of Record:
Kelly Arnold, County Clerk
Sedgwick County Courthouse
525 N. Main
Wichita, KS 67203

Chris McElgunn, Attorney
301 N. Main #1600
Wichita, KS 67202

(g) Mortgage Holder(s): None

(h) Interested Parties: None

DATE: March 9, 2009

CDM SUMMARY

COUNCIL DISTRICT # 1

ADDRESS: 1054 N. GREEN

**LEGAL DESCRIPTION: LOTS 43 AND 45, BLOCK 3, ESTERBROOK PARK ADDITION,
SEDGWICK COUNTY, KANSAS**

DESCRIPTION OF STRUCTURE: A one story frame dwelling about 27 x 29 feet in size. Vacant and open, this structure has a shifting and cracking concrete foundation; cracked asbestos siding shingles; sagging and badly worn composition roof, with holes and missing shingles; rotted sill plate; and the 14 x 20 foot accessory structure is dilapidated at risk of collapsing.

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. The building has parts, which are so attached that they may fall and injure other property or the public.**
- E. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

Superintendent of Central Inspection
Enforcing Officer

Date

Published in the Wichita Eagle on March 27 and April 3, 2009

RESOLUTION NO. 09-082

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: LOTS 43 AND 45, BLOCK 3, ESTERBROOK PARK ADDITION, SEDGWICK COUNTY, KANSAS KNOWN AS 1054 N. GREEN MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the 24th day of March 2009, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the 5th day of May 2009, before the governing body of the city at 9:30 A.M., or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at LOTS 43 AND 45, BLOCK 3, ESTERBROOK PARK ADDITION, SEDGWICK COUNTY, KANSAS, known as: 1054 N. GREEN, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 27 x 29 feet in size. Vacant and open, this structure has a shifting and cracking concrete foundation; cracked asbestos siding shingles; sagging and badly worn composition roof, with holes and missing shingles; rotted sill plate; and the 14 x 20 foot accessory structure is dilapidated at risk of collapsing.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this 24th day of March 2009.

Carl Brewer, Mayor

(SEAL)

ATTEST: _____
Karen Sublett, City Clerk

City of Wichita
City Council Meeting
March 24, 2009

TO: Mayor and City Council

SUBJECT: Amendment to Purchase Agreement (Olde English Manor Apartments)
(District I)

INITIATED BY: Office of Urban Development

AGENDA: Consent

Recommendation: Approve the amendment.

Background: On November 17, 1998, City Council approved issuance of Multi-Family Housing Revenue Bonds in the amount of \$8.56 million to the Piedmont Foundation, Inc. (“Piedmont”) to finance the acquisition and rehabilitation of the Olde English Manor Apartments, a multi-family housing project for low and moderate income tenants, located at 2323 North Woodlawn in northeast Wichita. The Bonds have been in a state of default for several years and the property is now being sold through foreclosure. On February 3, 2009, the City approved the sale and title transfer of the apartments to Montford LP, LLC.

Analysis: The apartments are being purchased out of default by Montford LP, LLC, a Texas limited liability company. Proceeds from the sale will be applied to fees and expenses and to the payment of the outstanding Bonds; the bondholders have agreed to surrender the bonds to the Trustee for cancellation. The City currently retains title on the property; upon closing, the title will be transferred to Montford LP.

Closing was originally scheduled to occur by February 27, 2009 as was agreed to in the original purchase agreement approved by City Council on February 3, 2009. The parties involved in the transaction have requested an extension of the closing to occur on or before March 31, 2009. Since the original closing date was approved by Council action, approval is required to change the closing date.

Financial Considerations: There is no fiscal impact to the City resulting from amendment to the purchase agreement.

Goal Impact: Economic Vitality and Affordable Living. Support of multi-family facilities available to low and middle-incomes assures the availability of affordable housing.

Legal Considerations: The City Attorney’s Office has approved the Amendment as to form.

Recommendations/Actions: It is recommended that the City Council approve the amendment to the sale and purchase agreement for Olde English Manor Apartments and authorize the necessary signatures.

Attachments: Amendment to Sale and Purchase

**FIRST AMENDMENT TO
AMENDED AND RESTATED
AGREEMENT OF SALE AND PURCHASE
OF IMPROVED REAL PROPERTY**

THIS FIRST AMENDMENT TO AMENDED AND RESTATED AGREEMENT OF SALE AND PURCHASE OF IMPROVED REAL ESTATE (this "*First Amendment*") is made and entered into by and between MONTFORD LP, LLC, a Texas limited liability company (hereinafter referred to as "*Purchaser*"), Piedmont-Olde English Manor, LLC, a Delaware limited liability company ("Seller Piedmont") and City of Wichita, Kansas, a municipal corporation, and U.S. Bank National Association, as successor trustee to The Bank of New York (collectively, "Seller City"). Seller Piedmont and Seller City are collectively sometimes referred to as "Seller".

WHEREAS, on or about December 31, 2008, Purchaser and Seller Piedmont entered into an Agreement of Sale and Purchase of Improved Real Estate ("Agreement"). Such Agreement was amended and restated on or about January 30, 2009; and

WHEREAS, the Purchaser and Seller Piedmont desire to amend the Amended and Restated Agreement of Sale and Purchase of Improved Real Property to extend the financing period and closing date.

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, the parties agree to amend the Agreement as follows:

1. Section 7.1 of Article VII is deleted in its entirety and replaced with the following:

"Seller agrees that Purchaser shall have until March 30, 2009 to obtain financing in an amount and upon such terms as are satisfactory to Purchaser in its sole discretion."

2. Article VIII, Extension of Financing Period, is deleted in its entirety.
3. The first sentence of Section 9.1 of Article IX is deleted in its entirety and replaced with the following:

"The Closing of the transaction contemplated herein shall be held at 10:00 on or before March 31, 2009 or such other time and date as may be acceptable to both Seller and Purchaser (the "Closing Date" or the "Closing")."

All other remaining terms, conditions and provisions of the Agreement, as amended and restated, shall remain in full force and effect and the only modifications to the Agreement, as amended, are those set forth and expressed herein.

This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original but such counterparts shall together constitute one and the same instrument.

Capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.

The parties agree that this First Amendment, as signed, may be transmitted between them by facsimile machine or e-mail. The parties intend that faxed or e-mailed signatures constitute original signatures and that a fax copy or scanned copy of this First Amendment containing the signatures (original, fax, or scanned) of all the parties is binding upon the parties.

EXECUTED by Purchaser the 19th day of February, 2009.

PURCHASER:

MONTFORD LP, LLC., a Texas limited liability company

By: 
Howard R. Akin, Jr.,
Managing Member

EXECUTED by Seller Piedmont the ____ day of February, 2009.

SELLER PIEDMONT:

PIEDMONT-OLDE ENGLISH MANOR, LLC

By: The Piedmont Foundation, Inc.,
Sole Member

By: _____
Walter McGill, President

All other remaining terms, conditions and provisions of the Agreement, as amended and restated, shall remain in full force and effect and the only modifications to the Agreement, as amended, are those set forth and expressed herein.

This First Amendment may be executed in any number of counterparts, each of which shall be deemed an original but such counterparts shall together constitute one and the same instrument.

Capitalized terms not defined herein shall have the meanings given to such terms in the Agreement.

The parties agree that this First Amendment, as signed, may be transmitted between them by facsimile machine or e-mail. The parties intend that faxed or e-mailed signatures constitute original signatures and that a fax copy or scanned copy of this First Amendment containing the signatures (original, fax, or scanned) of all the parties is binding upon the parties.

EXECUTED by Purchaser the ____ day of February, 2009.

PURCHASER:

MONTFORD LP, LLC., a Texas limited liability company

By: _____

Howard R. Akin, Jr.,
Managing Member

EXECUTED by Seller Piedmont the 20th day of February, 2009.

SELLER PIEDMONT:

PIEDMONT-OLDE ENGLISH MANOR, LLC

By: The Piedmont Foundation, Inc.,
Sole Member

By: _____

Walter McGill, President

EXECUTED by Seller City the ____ day of _____, 2009.

SELLER CITY:

ATTEST:

CITY OF WICHITA, KANSAS
a municipal corporation

Karen Sublett, City Clerk

By: _____
Carl Brewer, Mayor

EXECUTED by Seller BNY the ____ day of _____, 2009.

SELLER BNY:

US BANK NATIONAL ASSOCIATION
as Trustee

By: _____
Theresa Cramer
Title: _____

This First Amendment was received and acknowledged by the Title Company on
the 23rd day of February, 2009.

CHICAGO TITLE INSURANCE COMPANY

By: Shannon Bright
Shannon Bright
Title: Escrow Officer

3234867

City of Wichita
City Council Meeting
March 24, 2009

TO: Mayor and City Council

SUBJECT: Bentley Wellfield Site - Grant Application

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Authorize participation in the grant application with the Kansas Department of Health and Environment for the Bentley Wellfield site.

Background: Bentley Wellfield is located south of Bentley, adjacent to the Arkansas River. It previously consisted of six wells that were drilled in 1956 by the City of Wichita. The City of Wichita's Integrated Local Water Supply Plan includes the reactivation of the Bentley Wellfield with six new wells that could provide an additional 10 MGD on days of peak demand. The City Council authorized redevelopment of the Bentley Wellfield on April 2, 2002, and approved the Contract with Burns & McDonnell/Utility Inc. on September 23, 2008, for the design and construction of the Bentley Wellfield improvements.

Analysis: The City owns 99 acres south of the Arkansas River on 151st Street West. The land was used in the 1950s as a source of water during a drought and the six wells were abandoned when the drought ended. After the wells were abandoned, the land was used for recreation and cattle grazing. The mound surrounding Well No. 4 was used as a backdrop by target shooters, so lead, in the form of slugs and shot, has impacted the shallow soil around the mound. As a precautionary measure, the City retained the Burns & McDonnell Engineering Company Inc. to conduct an investigation as part of the design-build project, with the objective of defining the nature and extent of lead contamination in the shallow soil. One soil sample containing a slug had an elevated lead level of 64,167 mg/kg and 75 mg/kg after the bullet was removed. Two shallow soil samples had lead results greater than the KDHE Residential RSK of 400 ppm, but none of the samples had results greater than the KDHE Non-Residential RSK of 1,000 ppm. Results indicate that lead has not impacted the deeper soil at the site.

Staff submitted a Determination of No Action at Well No. 4 to the Kansas Department of Health and Environment (KDHE), since the lead did not impact deeper soil. KDHE denied the request, but offered to have the City participate in the Voluntary Cleanup and Property Redevelopment Program through KDHE's Brownfields Program. The Brownfields Program provides KDHE staff support to survey the site, prepare a remediation plan and scope, and bid and administer the project with a KDHE federally procured contractor.

Financial Considerations: The initial estimate from Burns & McDonnell for the design-build project was \$138,399 to provide all engineering services and remediation. The cost for remediation efforts is unknown at this time, but is estimated to be considerably less. The Brownfields Program will provide \$25,000 towards remediation of the site and pay the application fees for the Voluntary Cleanup and Property Redevelopment Program. The remainder of the project will be paid from the original CIP project. Funds for remediation were approved with the design-build Contract for the Bentley Wellfield project in CIP W-549.

Goal Impact: This project will ensure efficient infrastructure by providing reliable, compliant and secure utilities and will help assure that adequate water supplies are available for future customers.

Legal Considerations: City Council authorization is required to participate in grant applications of this nature.

Recommendations/Actions: It is recommended that the City Council: 1) authorize participation in the grant application; and 2) authorize the necessary signatures.

Attachments: There are no attachments.

STATE OF KANSAS
DEPARTMENT OF HEALTH AND ENVIRONMENT
VOLUNTARY AGREEMENT

Bentley Shooting Range/Proposed Wellfield

3 miles South of Bentley, Kansas

NW ¼, Section 35 & SW ¼, Section 26, T 25S, R 2W, Sedgwick County

I. This Voluntary Agreement is entered into by **Wichita Water Utilities** ("Applicant") and the Kansas Department of Health and Environment ("Department") pursuant to The Voluntary Cleanup and Property Redevelopment Act; Kansas Statutes Annotated Chapter 65-34,161, et seq. The terms of this Voluntary Agreement are not negotiable.

II. In entering into this Voluntary Agreement, the mutual objectives of the Department and the Applicant are to insure that the public health, welfare and the environment at or near the Property are protected from any release or threat of release of contaminants. The Applicant explicitly denies any and all legal liability pertaining to the Property or derived there from under any federal or state statute, regulation(s) or ordinance(s) or common law.

III. The Department and Applicant mutually **AGREE** to the following:

A. The Applicant shall conduct a Voluntary Cleanup Investigation ("VCI"), that meets the objectives of the Department's Scope of Work. The Department may determine that information from existing investigations may satisfy such objectives, therefore, further investigation may not be required by the Department.

B. If the Department determines that further investigation is necessary the Applicant shall:

1. submit a draft VCI Work Plan including an implementation schedule for the review of the Department within ninety (90) days from the date of this Voluntary Agreement. The Department will review the work plan and either provide written comments for revision or written approval.

2. upon approval of the Department, implement the approved VCI Work Plan.

3. document the results of the investigation in a VCI Report. The report shall be submitted to the Department for review. The Department will review the report and either provide written comments for revision or written approval.

C. The Applicant shall provide Property access to the Department, its employees and contractors throughout the period of this Agreement for the purposes of oversight, including split sampling, and verification.

D. The Department shall make a determination as to any further required actions based on the results of the VCI Report. If no further action is determined by the Department, the Department will issue a "No Further Action Determination".

E. If remediation or monitoring is determined necessary by the Department, the Applicant shall be requested by the Department to:

1. submit to the Department for review and approval a Voluntary Cleanup Remediation Proposal ("VCRP") including an implementation schedule for review by the Department within ninety (90) days from the determination and notification to the Applicant that remediation and/or monitoring is necessary. The VCRP shall be developed by the Applicant based on a Scope of Work provided by the Department.

2. if the Department approves the VCRP, a Voluntary Cleanup Plan shall be submitted by the Applicant. The Voluntary Cleanup Plan will conform to the Department's Scope of Work.

F. If the Department accepts the Voluntary Cleanup Plan, the Department shall publish a notice of the Department's determination.

G. The Department will review the Voluntary Cleanup Plan and public comments, if any, to determine written revisions or written approval of the plan.

H. Following the public comment period and approval of the Voluntary Cleanup Plan, the Applicant will implement the plan within six (6) months and complete the plan within twenty-four (24) months, not including long term operation, maintenance, and monitoring of the system beyond the twenty-four (24) months if required.

I. Upon receipt of written assurance that the Voluntary Cleanup Plan has been completed by the Applicant, the Department and Applicant will conduct verification monitoring to confirm that the Property has been addressed as described in the Voluntary Cleanup Plan.

J. Applicant shall notify the Department at least seven (7) days before conducting any well drilling, installation of equipment, or sampling. At the request of either party, the party collecting samples shall provide or allow the other party or its authorized representatives to take split samples of all samples collected pursuant to this Voluntary Agreement.

IV. The Department may request the Applicant to perform additional tasks not mentioned in, but consistent with the scope and intent of this Voluntary Agreement to protect public health and the environment.

V. By entering into this Voluntary Agreement, Applicant does not admit any liability with respect to the Property, and nothing in this Voluntary Agreement shall be construed as an admission as to any issue of law or fact related to the Property.

VI. The Applicant shall, pursuant to the provisions of the Act, reimburse the Department for response and oversight costs. In the event that such costs are not paid by the Applicant, the Department will not continue work under this Agreement until reimbursement has occurred.

VII. The Department agrees that the activities being undertaken by the Applicant for this Property constitute the only response actions which the Department is undertaking or is causing to be undertaken for the Property. However this shall not preclude the Department from undertaking or causing to be undertaken any response actions that may be necessary to study conditions at or near the Property which present actual or potential threats to the public health or welfare or the environment.

VIII. Neither the State of Kansas, the Department, the Applicant, nor any agent thereof shall be liable for any injuries or damage to persons or property from acts or omissions of the others, their employees, contractors, agents, receivers, trustees, successors or assigns in carrying out activities required of the parties to this Voluntary Agreement. Neither the State of Kansas, nor any agency thereof shall be considered a party to any contract entered into by the Applicant in carrying out activities pursuant to this Voluntary Agreement.

IX. This Voluntary Agreement shall be effective as of the date signed by the Secretary of the Kansas Department of Health and Environment.

X. The provisions of this Voluntary Agreement shall be deemed satisfied thirty (30) days after completion of the requirements of Article III and the payment or refund of response and oversight costs incurred by the Department in accordance with Article VI. The Department shall use its best efforts to issue to the Applicant a certification that the responsibilities under this Voluntary Agreement have been completed and successfully discharged within thirty (30) days. Such certification shall be in the form of a "No Further Action Determination".

XI. The Applicant may terminate this Agreement prior to its completion provided that, from a human health and environmental perspective, the Property is in no worse condition at the time of termination than when the Applicant initiated activities under this Agreement.

XII. The terms and provisions of this Agreement shall be construed pursuant to the laws of the State of Kansas.

IN WITNESS WHEREOF, the Department and the Applicant have executed this Voluntary Agreement through their duly authorized representatives on the respective dates written hereunder.

By: (signature)

Printed Name

Title
Wichita Water Utilities

Organization

Date

Secretary
Kansas Department of Health
and Environment

Date

City of Wichita
City Council Meeting
March 24, 2009

TO: Mayor and City Council

SUBJECT: Watershed Protection Plan - Memorandum of Understanding

INITIATED BY: Water Utilities

AGENDA: Consent

Recommendation: Approve the Memorandum of Understanding with the McPherson County Conservation District for Best Management Practices in the Little Arkansas River watershed.

Background: On August 24, 1993, the City Council authorized Staff to assist in submitting a grant request with the U.S. Environmental Protection Agency for a watershed improvement grant for the watershed above Cheney Reservoir. As part of that action City Council approved the concept of the City assuming part of the cost-share necessary to allow landowners to implement Best Management Practices in the watershed.

On October 3, 2000, City Council approved and authorized Staff to begin implementation of the Concept Design Plan for the Integrated Local Water Supply Plan to identify cost-effective water resources to adequately meet Wichita's water supply needs to the year 2050.

On August 2, 2005, City Council approved a Memorandum of Understanding with the McPherson County Conservation District to assist in funding Best Management Practices (BMPs) in the Little Arkansas River watershed to reduce atrazine in the river. Subsequent MOUs were approved in 2006, 2007 and 2008.

Analysis: As part of the Integrated Local Water Supply Plan, the Little Arkansas River will become an important component of the City's water supply. It will be the source of water for the Equus Beds Aquifer Storage and Recovery project and the source of water used for the expanded local wellfield. Due to its growing importance, efforts have begun to identify any water quality problems in the river and the potential solutions.

A task force composed of watershed stakeholders and governmental agencies completed a Watershed Restoration and Protection Strategy for the Little Arkansas River. The report from the task force determined the watershed covers 1,407 square miles, with 208 public water suppliers currently drawing water from the river or its alluvium. Though the report identifies several pollutants in the river, of greatest concern is atrazine. Atrazine is a relatively inexpensive and effective herbicide widely used in corn and sorghum production. The report estimates that atrazine is used on approximately 300,000 acres of cropland in the watershed, or about one-third of the land.

The current drinking water standard for atrazine is three parts-per-billion (3 ppb). At times, water sampling has found levels over forty parts-per-billion (40 ppb). The water quality must meet drinking water standards to recharge water from the river into the Equus Beds Aquifer, so excess atrazine must be removed. Steps to reduce or eliminate atrazine can result in significant cost reductions to treat the river water prior to using it to recharge the aquifer.

The Little Arkansas Watershed Advisory has been created under the McPherson County Conservation District to review and approve BMPs in the watershed. A monitoring program under Kansas State

University Research and Extension is verifying the effectiveness of the BMPs. During the first year, a reduction of 40-percent was obtained in areas where BMPs were implemented.

The intent of this Memorandum of Understanding (MOU) is to provide an incentive to producers in the watershed to install BMPs and to provide up to 100-percent cost-share reimbursement. Participation is voluntary, but under this MOU, producers would be eligible for up to 100-percent reimbursement for approved projects with the McPherson County Conservation District. An EPA grant administered through Kansas Department of Health and Environment will provide 50-percent of the funds; the City will provide the remaining 50-percent. For innovative practices not covered by the state program, the City would reimburse up to 50-percent of the cost of the improvement or incentive payment, and the remaining cost would be the responsibility of the producer.

A number of partners have agreed to assist in this effort. The Kansas Department of Health and Environment has agreed to commit 319 Grant funds for the educational efforts, demonstrations and some monitoring; Kansas State University Research and Extension has agreed to assist with water quality monitoring and analysis, BMP implementation and delivery of educational programs; and the Natural Resources Conservation Service has agreed to help identify sub-watersheds to study and to assist with BMP implementation.

Financial Considerations: The City's share of the costs will not exceed \$40,000 in fiscal year 2009. Funds for this program have been supplied by CIP W-549, Water Supply Projects. Beginning with 2009, this program will be paid from the Production & Pumping Division operating budget.

Goal Impact: The goal is to ensure efficient infrastructure by maintaining and optimizing public facilities and assets. While the work in the project occurs in the watershed above the reservoir, the intent is to improve the water quality and prolong the life of the reservoir.

Legal Considerations: The Law Department has approved the Memorandum of Understanding as to form.

Recommendations/Actions: It is recommended that the City Council: 1) approve the Memorandum of Understanding; and 2) authorize the necessary signatures.

Attachment: Memorandum of Understanding with the McPherson County Conservation District

**Memorandum of Understanding
Between
McPherson County Conservation District
And
The City of Wichita**

Purpose: The implementation of certain practices in the Little Arkansas River watershed above the City of Wichita's water intake points has positive impacts on the quality of the water for the City's groundwater recharge project. In 2006 a demonstration project was initiated to evaluate the effectiveness of implementing Best Management Practices (BMP's) for atrazine in the Little Arkansas Watershed. Five sub-watersheds were selected to study with three targeted for rapid implementation of BMP's and the two adjoining watersheds receiving no special programs for atrazine. In years two and three, the project expanded to include three more watersheds targeted for BMP implementation. In this three year study (2006-2008), atrazine BMP's have been implemented on 30,295 acres of grain sorghum and corn. Water quality monitoring data has shown significant reductions in concentrations and annual loadings of atrazine in those streams of watersheds where Best Management Practices (BMP's) were implemented. Varying weather conditions over the three year period has allowed us to more accurately evaluate these BMP's and predict results for other areas of the watershed. We have seen tremendous interest and participation in this program. More than 90% of those contacted have signed up to implement atrazine BMP's. EPA has recently granted a 4B alternative for the three original watersheds. This designation is their recognition of the plan in place by local citizens to reduce atrazine levels in the watershed. The Little Arkansas Watershed Program leadership team intends to continue studying the original watersheds in 2009. They also recognize the importance of using these predictable results to encourage growers in other vulnerable areas of the watershed to begin implementing atrazine BMP's. It is the intent of this Memorandum of Understanding (MOU) to provide an incentive to producers within the watershed to install these beneficial practices and to provide up to 100% cost share reimbursement, within the county average costs, to producers who install beneficial practices as recommended by K-State Research and Extension (KSRE) or Natural Resources Conservation Service (NRCS), and to establish the procedure by which payments to those producers will be processed. Under the Little Arkansas Watershed Program (LAWP), the producer can apply for funding to implement or install eligible improvements approved by the Little Arkansas Watershed Advisory (LAWA). Upon approval and completion of the practices, the producer will receive reimbursement amounting to 50% of the county average cost, or actual cost, whichever is less, for implementing those improvements, from the McPherson County Conservation District utilizing KDHE (EPA 319 funds). The intention of this MOU is to facilitate a means whereby the producer could receive up to 100% reimbursement by having the city of Wichita provide up to a 50% cost share payment for the improvements. For other innovative practices recommended by KSRE or NRCS, that are not currently covered under existing programs, the City of Wichita will provide cost reimbursement up to 50%, or an incentive payment based on KSRE and SCC experience, as recommended and approved by the LAWA. The remaining costs would be the responsibility of the producer. The LAWA will review applications for cost reimbursement and will make decisions for approval based on available payments and the impact of implementing specific practices. This MOU will cover cost share practices installed under the FY 2009 program year beginning September 1, 2008 through August 31, 2009.

McPherson County Conservation District Responsibilities:

The District will:

1. Maintain official records relative to farms and, through the LAWP leadership team, determine the producer's eligibility to participate in the LAWP and other official records.
2. Be responsible for maintaining County Average Costs. County Average Costs will be the basis for determining if the practice(s) instituted by the producer were done in a cost effective manner. Expenses incurred by the producer above the County Average Cost will not be eligible for reimbursement.
3. Provide to the City a breakdown of the units (acres, lineal feet, etc.) performed which will include a copy of the CS4 form showing:
 - a. Best Management Practice (BMP) applied.
 - b. Total of the units applied or completed.
 - c. The County Conservation District County Average Cost for the BMP.
 - d. Dollar amount eligible for cost-share.
 - e. Dollar amount paid by cost-share fund.
4. Administer the cost share amount to the producer for KDHE (EPA 319) LAWP funds.
 - a. The total amount of LAWP funds available varies yearly with \$80,000 available for FY 2009. This consists of equal amounts of EPA 319 funds (\$40,000) and Wichita funds (\$40,000).
 - b. The maximum cost share to a single producer in a fiscal year will be reviewed annually.
5. Provide to the City of Wichita the name, address and Social Security number of the producer completing the demonstration, the type of practice implemented, and the legal description of the demonstration site. Producers will also provide a completed Vendor Registration Form to the City.
6. Provide an accounting of the program to all County Conservation Districts in the Little Arkansas Watershed.

City of Wichita Responsibilities:

The City will:

1. Maintain official records relative to the Little Arkansas Watershed Program (LAWP).
2. Will process payments and send them to the producer after a request for payment is received from the McPherson County Conservation District.
3. Provide notification to the McPherson County Conservation District of payments as soon as possible within workload requirements.

4. Provide funding in the amount up to \$40,000 to the Little Arkansas Watershed Program (LAWP) for FY 2009. Funding will be reviewed annually.

Both Parties:

1. This agreement can be modified with written consent of both parties.
2. This agreement can be terminated with 60 days written notice of either party.

Brad Shogren

McPherson County Conservation District

City of Wichita

2-3-2009

Date

Date

Approve as to Form,

ATTEST

Gary Rebenstorf, Director of Law

Karen Sublett, City Clerk

By Action of the City Council,

Carl Brewer, Mayor

CITY OF WICHITA
City Council Meeting
March 24, 2009

TO: Mayor and City Council Members

SUBJECT: Donation of Property Adjacent to Claude Lambe Park (District I)

INITIATED BY: Office of Property Management

AGENDA: Consent

Recommendation: Accept the donation.

Background: Two reserves immediately adjacent to Claude Lambe Park at 5100 East 13th Street North have been offered to the City via donation. One parcel contains 4.03 acres and has a retention pond on it. The second parcel has 3.32 acres and is timbered, with a series of drainage weirs and drainage ways.

Analysis: The Park Department has expressed interest in including these parcels into Claude Lambe Park. In addition the parcels are part of the overall drainage for this portion of Wichita. Ownership will allow the Stormwater Utility to better maintain the drainage structure on the parcels.

Financial Considerations: The mowing costs associated with the parcels will be borne by the Storm Water Utility and paid for out of their existing operating budget. There are currently no special assessments associated with the property.

Goal Impact: Acceptance of this donation will assist the City in meeting future infrastructure and quality of life needs in the area.

Legal Considerations: The Law Department has approved the deed.

Recommendation/Action: It is recommended that the City Council; 1) Accept the donation; and 2) Authorize all necessary signatures.

Attachments: Deeds, aerial map



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29028857

Receipt #: 1706719
Pages Recorded: 2
Cashier Initials: LAS

Recording Fee: \$12.00
Authorized By:

Date Recorded: 12/31/2008 1:21:38 PM



Grantor	<u>SMITH JOLENE K</u>
Grantee	<u>DEPARTMENT OF PARKS AND RECREATION</u>
Type of Document	<u>QUIT CLAIM DEED</u>
Recording Fees	<u>\$12.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$12.00</u>
Return Address	<u>DEPART OF PARKS AND RECREATION</u>
	<u>455 N MAIN 11TH FL</u>
	<u>WICHITA, KS 67202</u>
	<u></u>

QUIT CLAIM DEED

THIS INDENTURE, made this 31 day of December, 20 08,
between Jolene K. Smith And Dale R. Smith, wife and husband

of Sedgwick County, in the State of Kansas, of the first part, and
City of Wichita, Kansas, Department of Parks And Recreation

of Sedgwick County, in the State of Kansas, of the second part.

WITNESSETH, that said parties of the first part, in consideration of the sum of one dollar,
the receipt of which is hereby acknowledged, do es by these presents, remise, release and
quit claim, unto said parties of the second part, their heirs and assigns, all of the
following described real estate situated in the County of Sedgwick and State of Kansas, to-wit:

KEY NUMBER: C-44679
LEGAL DESCRIPTION: RESERVE B, WILLIAMSBURG ADD,
WICHITA, SEDGWICK COUNTY, KS

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements,
hereditaments, and appurtenances thereto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the said parties of the first part have here unto set
their hands the day and year first above written.

Jolene K. Smith

Jolene K. Smith

Dale R. Smith

Dale R. Smith

State of Kansas, Sedgwick County:

This instrument was acknowledged before me on December 31, 2008 by _____

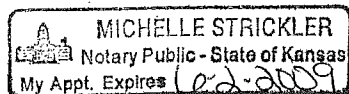
Jolene K. Smith and Dale R. Smith wife and husband.

Seal, (if any)

My commission expires: 10-2-2009

Michelle Strickler

Notary Public



KANSAS SECURED TITLE ~ SEDGWICK COUNTY



Sedgwick County
Register of Deeds - Bill Meek
DOC.#/FLM-PG: 29028856
Receipt #: 1706719
Pages Recorded: 2
Cashier Initials: LAS
Recording Fee: \$12.00
Authorized By:

Date Recorded: 12/31/2008 1:21:37 PM



Grantor	<u>SMITH JOLENE K</u>
Grantee	<u>DEPARTMENT OF PARKS AND RECREATION</u>
Type of Document	<u>QUIT CLAIM DEED</u>
Recording Fees	<u>\$12.00</u>
Mtg Reg Tax	<u>\$0.00</u>
Total Amount	<u>\$12.00</u>
Return Address	<u>DEPART OF PARKS AND RECREATION</u>
	<u>455 N MAIN 11TH FL</u>
	<u>WICHITA, KS 67202</u>
	<u></u>

QUIT CLAIM DEED

THIS INDENTURE, made this 31 day of December, 2008,
between Jolene K. Smith And Dale R. Smith, wife and Husband

of Sedgwick County, in the State of Kansas, of the first part, and
City of Wichita, Kansas Department of Parks and Recreation
of Sedgwick County, in the State of Kansas, of the second part.

WITNESSETH, that said parties of the first part, in consideration of the sum of one dollar,
the receipt of which is hereby acknowledged, do es by these presents, remise, release and
quit claim, unto said parties of the second part, their heirs and assigns, all of the
following described real estate situated in the County of Sedgwick and State of Kansas, to-wit:

KEY NUMBER: C-44678
LEGAL DESCRIPTION: RESERVE A, Williamsburg ADD,
Wichita Kansas, Sedgwick County, KS

TO HAVE AND TO HOLD THE SAME, together with all and singular the tenements,
hereditaments, and appurtenances thereto belonging or in anywise appertaining, forever.

IN WITNESS WHEREOF, the said parties of the first part have here unto set
their hands the day and year first above written.

Jolene K. Smith

Dale R. Smith

Jolene K. Smith

Dale R. Smith

State of Kansas, Sedgwick County:

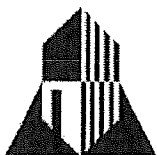
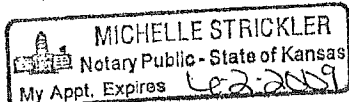
This instrument was acknowledged before me on December 31, 2008 by _____

Jolene K Smith and Dale R. Smith Wife and Husband.

Seal, (if any)

My commission expires: 6-2, 2009 Michelle Strickler

Notary Public



KANSAS SECURED TITLE ~ SEDGWICK COUNTY



Donation Near Claude Lambe Park

- Identified Features
- Property Parcels
- Roads
 - State Highway
 - US Federal Highway
 - Interstate
 - KTA
 - Arterial
 - Collector
 - Minor
 - Ramp
- Railroads
- Township and Range
- Section
- Quarter Section
- Waterways
- Streams
- Parks
- Airports
- SDERASTER.S-DEDATA.ORTH-01FI
- SDERASTER.S-DEDATA.ORTH-0
- City Limits
 - Andale
 - Bel Aire
 - Bentley
 - Cheney
 - Clearwater
 - Colwich
 - Derby
 - Eastborough
 - Garden Plain
 - Goddard
 - Hayesville



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



City of Wichita
City Council Meeting
March 24, 2009

TO: Mayor and City Council

SUBJECT: ITS – Traffic Signal Controller Firmware (All Districts)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Vendor selection.

Background: On January 15, 2002, the City Council approved an agreement with Sedgwick County and the Kansas Department of Transportation (KDOT) to jointly fund a five year program for regional Intelligent Transportation Systems (ITS) projects. One of the projects is to upgrade the existing traffic signal system. Currently approximately 40% of the traffic signal system can be monitored from City Hall and the Central Maintenance Facility. To upgrade the system, new traffic signal controller firmware is needed. An RFP for the firmware was sent out last September with three vendors responding.

Analysis: The existing traffic signal system (originally installed in the late 1980's) consists of Model 170S traffic signal controllers. These controllers are no longer being supplied nor supported by traffic signal vendors/suppliers. The traffic signal industry is migrating toward the Model 2070 traffic signal controllers. For approximately one year now, the City of Wichita has been purchasing 2070 traffic signal controllers to replace the 170S traffic signal controllers. Staff has gone thru the Staff Screening and Selection process and has selected SIEMENS to provide the 2070 firmware.

Financial Considerations: The fee for a regional license for up to 500 intersections is \$197,500. This fee includes multiple training sessions and quarterly software updates for a period of 5 years. Funding source for this is \$39,500 City GO Funds, \$158,000 Federal Funds. It is included in the CIP and is part of the ITS project approved by the City Council on September 19, 2006.

Goal Impact: This project directly supports the “Improved environmental health and community safety” indicator of the Safe and Secure Community Goal. The project will assist KDOT/emergency personnel responding to incidents on the freeway system as well as provide traveler information to motorists.

Legal Considerations: None

Recommendations/Actions: It is recommended that the City Council approve SIEMENS SEAPAC firmware for the 2070 traffic signal controllers.

Attachments: None

CITY OF WICHITA
City Council Meeting
March 24, 2009

TO: Mayor and City Council Members

SUBJECT: Professional Legal Services – Workers’ Compensation

INITIATED BY: Law Department

AGENDA: Consent

Recommendation: Approve the Agreement with Edward D. Heath, Jr., Attorney at Law, to provide workers’ compensation professional legal services.

Background: The City retains outside legal counsel to provide legal advice and handle workers’ compensation claims, litigation and related assignments. Because workers’ compensation litigation has become a specialized area of law, it is necessary to retain outside legal counsel to perform these services.

Analysis: Because of the variety and volume of legal issues and services that the claims will generate, outside legal counsel will be utilized to assist the Department of Law and the Risk Manager in performing a broad range of professional services related to workers’ compensation. To select legal representation in workers’ compensation cases commencing in 2007, a request for proposals was sent to 11 local attorneys and law firms that handle workers’ compensation matters. Four attorneys and firms responded to the request and two were interviewed by a panel. Those who were interviewed were evaluated on their experience, approach to problems, legal skills and knowledge, price and overall value. Mr. Heath was ranked the highest following the interviews, and was selected to provide services commencing in 2007. Mr. Heath has performed fully through 2007 and 2008 and has agreed to continue to perform for 2009, without an increase in annual cost.

Financial Considerations: This Agreement provides authority for \$60,000, to be paid upon receipt of detailed billings of hourly work and expenses. The charges are reasonable for the amount of legal services involved. Payment will be from the Workers’ Compensation fund.

Goal Impact: Internal Perspective. The workers’ compensation services under this Agreement will be for all departments.

Legal Considerations: The Agreement has been prepared and approved as to form by the Law Department.

Recommendations/Actions: Approve the Agreement with Edward D. Heath, Jr., Attorney at Law, to provide workers’ compensation professional legal services, and authorize necessary signatures.

Attachment: Agreement

AGREEMENT

By and Between

THE CITY OF WICHITA, KANSAS

and

**EDWARD D. HEATH, JR.
Attorney at Law**

THIS AGREEMENT made and entered into effective as of the 1st day of January, 2009, by and between THE CITY OF WICHITA, KANSAS, a municipal corporation of the State of Kansas, having its principal office at 455 North Main Street, Wichita, Kansas (hereinafter called "City"), acting for and on behalf of its Department of Law (hereinafter called "City Attorney"), and Edward D. Heath, Jr., Attorney at Law, having his principal office at 700 N. Topeka, Wichita, Kansas (hereinafter called "Attorney").

WITNESSETH:

WHEREAS, City, through its City Attorney, is authorized by law to employ outside counsel to assist the City Attorney in his representation of the legal interests of the City; and

WHEREAS, Attorney is desirous of providing legal services for the City and the City is desirous of retaining the services of Attorney; and

WHEREAS, it has been deemed necessary for City to employ outside counsel to provide legal services for the City in connection with workers' compensation claims, litigation and related assignments.

NOW, THEREFORE, IT IS MUTUALLY AGREED by and between the parties hereto as follows:

1. Attorney shall be retained by City to provide professional services in connection with workers' compensation claims, litigation, and related assignments as assigned by the City Attorney.

2. Attorney shall be compensated for professional services on the basis of time spent and

actual expenses incurred in performing services for and on behalf of the City of Wichita, except as noted. Attorney shall be compensated by the City on an hourly rate not to exceed One Hundred Dollars (\$100.00) per hour. Attorney shall be compensated for professional services associated with “Friendly Settlement Hearings” at a flat rate of Two Hundred Dollars (\$200.00) per hearing. In no event, however, shall the total compensation pursuant to this contract exceed the sum of Sixty Thousand Dollars (\$60,000.00), unless specifically authorized by the City Council of the City of Wichita, Kansas.

3. In addition, City agrees to pay the reasonable and necessary expenses and disbursements incurred by Attorney at the following rate:

- a. In-House photocopying \$0.15 per page
- b. Long Distance Actual cost incurred
- c. Out of town mileage \$0.43 per mile

4. Payments for professional services and expenses shall be made upon presentation of statements for the same as approved by the City Manager. There shall be no further compensation for services rendered or for expenses incurred in addition to those specified above in the absence of prior written consent.

5. This Agreement may not be assigned, transferred, or in any way disposed of by Attorney without first having obtained written approval from the City Manager or City Council of the City of Wichita, Kansas.

6. Attorney agrees that he will be available at all times for conferences and consultation with the City Council, the City Manager and/or the City Attorney throughout the term of this Agreement.

7. It is further understood and agreed that because of the responsibilities of the City Attorney under the statutes of the State of Kansas, the name of the City Attorney will appear on all documents and pleadings and Attorney will send no documents, applications or opinions of any kind to any agency or entity on behalf of the City, any of its agencies or departments, without consultation with the City Attorney or his designee, unless specifically requested to do so by the City Council or the City Manager. This Agreement contains no authorization for

Attorney to sign any papers or documents in the name of the City Attorney. Further, it is understood and agreed that Attorney shall have no authority to contract or incur any liability, cost or expense on the part of the City, except as may be authorized by this Agreement or specifically authorized in writing by the City Attorney.

8. The term of this Agreement shall be January 1, 2009 through December 31, 2009, unless sooner terminated as provided below. This Agreement may be renewed for an additional one-year term, upon mutual consent of the parties.

9. This Agreement is subject to cancellation by the City, at its discretion at any time within the original contract term or within any successive renewal, upon thirty (30) days written notice to the Attorney. In the event of such termination prior to the expiration of the term of this Agreement or renewal, Attorney shall be paid for expenses and services rendered and for which payment has not been made.

10. In the event of termination, all files, exhibits, notes, research and other materials relating to any matter being handled by the Attorney pursuant to this Agreement will be turned over to the City upon termination, without regard to whether payment for services has been fully paid, unless otherwise agreed by the parties.

11. Attorney agrees to maintain professional liability coverage during the term of this Agreement, with the limits of such coverage to be not less than \$1,000,000.00.

12. Attorney agrees that he will observe the provisions of the Wichita Ordinance Against Discrimination and will not discriminate against any person in the performance of services under this Agreement because of race, color, sex, religion, national origin, ancestry, marital status, age or physical handicap, except where age or physical handicap is a bona fide occupational qualification.

IN WITNESS WHEREOF, this Agreement has been executed on March __, 2009, to take effect as of the day and year first above written.

CITY OF WICHITA, KANSAS

Carl Brewer, Mayor

ATTEST:

Karen Sublett, City Clerk

Edward D. Heath, Jr.
Attorney at Law

Approved as to Form:

Gary E. Rebenstorf
Director of Law

City of Wichita
City Council Meeting
March 24, 2009

TO: Mayor and City Council Members

SUBJECT: Resolution of Support for American Recovery and Reinvestment Act Transportation Enhancement Applications (Districts I, II, III, IV, & VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Approve the Resolution.

Background: Kansas Department of Transportation officials have advised that in order to submit projects for American Recovery and Reinvestment Act (ARRA) funds, under the Transportation Enhancement (T.E.) category, the City Council is required to adopt a resolution of support for the applications. Typically, bikepath projects are the most likely to be selected under this particular category. This funding and project list is completely separate from the \$16,000,000 worth of projects that WAMPO will be selecting next month.

Analysis: The proposed projects are bike path improvements along: the Little Arkansas River, Arkansas River, I-135 Freeway, K-96 Freeway, and through the Delano District.

Financial Considerations: ARRA funding in the amount of \$10,000,000 is available statewide for bike path projects. The individual locations and estimated project costs are attached.

Goal Impact: This project addresses the Efficient Infrastructure goal by providing improvements in the central business district.

Legal Considerations: The Law Department has approved the Resolution as to legal form.

Recommendation/Action: It is recommended that the City Council approve the Resolution and authorize the necessary signatures.

Attachments: Resolution and Project Cost List.



Transportation Enhancement Project

Application Form

American Recovery and Reinvestment Act of 2009

IMPORTANT NOTICE The American Recovery and Reinvestment Act (ARRA) of 2009 funds are issued on a use-it or lose-it basis. Thus, if your project is selected for these funds but cannot meet the requirements, you will lose these funds. **By applying for these funds, you are certifying that your project can be obligated by the March 1, 2010 deadline.** The Kansas Department of Transportation (KDOT) has received more project requests than it will be able to fund. Thus, if your project is selected and you are unable to meet the deadline, it's not just a loss of funds for your project, but also a loss for the communities whose projects were not selected but could have been completed with these dollars. It's very important that you review the requirements below to make sure your project is eligible for these funds.

CATEGORY: _____

DATE: _____

FEDERALLY DESIGNATED TE ACTIVITY: _____

(See attached list)

REQUESTOR: _____ Project length: _____

GOVERNMENT AGENCY: _____ COUNTY: _____

PROJECT DESCRIPTION: _____

PROJECT LOCATION: _____

COST ESTIMATE:

Construction: \$ _____

Construction Engineering \$ _____

Total \$ _____

Contact Person

Title

Street Address

Mailing Address

(Please attach a detailed cost estimate)

The City/County will be expected to cover design costs, the cost of right-of way acquisition and the cost of utility adjustment.

Federal Aid Requested: \$ _____ *

City and Zip Code

Phone # (_____) _____

Fax # (_____) _____

*All Projects will have a maximum (capped) Federal Aid Participation.

email address:_____

I. PROJECT INFORMATION *ALL PROJECTS WILL HAVE A CAPPED FEDERAL PARTICIPATION*

**The sponsoring agency will be responsible for all costs above the capped amount.
Is the sponsoring agency prepared to cover those costs? Y / N**

Project Scope (brief description of work to be done):

Project Location:

Provide a clear statement demonstrating the transportation link:

Provide a clear statement of Community Support:

Provide a statement of responsibility for the long-term maintenance of the project:

Estimate the number of new jobs the your project will create_____

Estimate the length of construction (Months)_____

II. PLAN DEVELOPMENT

Estimated percent of plans complete_____

Are the plans developed according to KDOT and Federal criteria? Y / N

Surveys and plans were or will be prepared by:_____

III. ENVIRONMENTAL CLEARANCES

Is National Environmental Policy Act (NEPA) Classification/Documentation Approved? Y / N

If no, where is project in the process?_____

Does the project impact any historical properties or any public recreational facilities? Y / N

If yes, please describe:_____

Status of Permits KDWP Y/N Status of Application_____

Corps Y / N Status of Application_____

KDHE Y / N Status of Application_____

If, or when, the above applications have been made, provide copies to the Bureau of Transportation Planning.

Are there any other Environmental issues that need to be addressed? Y / N

If yes, identify those concerns here:_____

IV. RIGHT OF WAY, UTILITIES AND RAILROAD ISSUES

Have all the required Rights of Way (R/W) and easements been acquired for the project? **Y / N**

If no, what is the current status in acquiring the R/W? _____

Was the required R/W acquired following the Uniform Act (CFR 49, Part 24)? **Y / N**

Have all of the Utilities that need to be adjusted been adjusted? **Y / N**

If no, what is the current status in adjusting those Utilities? _____

Utilities to be adjusted: _____

Is there any railroad involvement in your project? **Y / N**

If yes, please provide a statement detailing the railroad right-of-way, easement or other involvement. _____

Proposed Letting Date: _____

If this project is selected, it must be obligated by March 1, 2010 and by signing the Resolution of Support you are certifying the project can meet this deadline. If your project is selected and does not meet the above requirements, you will lose the funding.

The attached Resolution of Support must be completed, signed and returned.

Please return all of the following required application materials for EACH project submitted:

- 1) This **Application form**
- 2) A detailed **cost estimate (Davis-Bacon will be required)**
- 3) A detailed **site map**
- 4) A signed **Resolution of Support**

Please submit **four copies** of all materials for **EACH** project application submitted.

This request shall not be construed as a guarantee as to the availability of Federal Funds.

Postmark by March 18, 2009 to:

Kansas Dept. of Transportation
Eisenhower State Office Building
Bureau of Transportation Planning
Attention: Joel Skelley
700 SW Harrison Street
Topeka, KS 66603



Federally Designated Eligible Transportation Enhancement Activities

HISTORIC CATEGORY

- acquisition of historic sites (*including historic battlefields*).
- historic highway programs (including the provision of tourist and welcome center facilities)
- historic preservation
- rehabilitation and operation of historic transportation buildings, structures or facilities
(including historic railroad facilities and canals).
- archeological planning and research
- establishment of transportation museums

SCENIC AND ENVIRONMENTAL CATEGORY

- acquisition of scenic easements and scenic sites
- scenic highway programs (including the provision of tourist and welcome center facilities linked to scenic or historic sites)
- landscaping and other scenic beautification
- *Inventory*, control, and removal of outdoor advertising
- environmental mitigation to address water pollution due to highway runoff or reduce vehicle-caused wildlife mortality while maintaining habitat connectivity.

PEDESTRIAN AND BICYCLE FACILITIES CATEGORY

- provision of facilities for pedestrians and bicycles
- provision of safety and educational activities for pedestrians and bicyclists
- preservation of abandoned railway corridors (including the conversion and *use of the corridors* for pedestrian or bicycle trails)

RESOLUTION OF SUPPORT

A RESOLUTION DECLARING THE ELIGIBILITY OF THE CITY OF WICHITA TO SUBMIT AN APPLICATION TO KANSAS DEPARTMENT OF TRANSPORTATION FOR USE OF TRANSPORTATION ENHANCEMENT FUNDS FORTH BY THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 FOR THE (PROJECT N PROJECT IN (LOCAL JURISDICTION) AND AUTHORIZING THE (CHIEF ELECTED OFFICIAL - CEO) TO SIGN APPLICATION.

WHEREAS, the City of Wichita, Kansas, has the legal authority to apply for, receive, and administer federal, state, and other monies through Home Rule Power under the Constitution of the State of Kansas and authorize K.S.A. 12-1662, regarding the expenditure of federal aid to public agencies; and

WHEREAS, the City of Wichita, Kansas, desires to submit an application to the Kansas Department of Transportation for Transportation Enhancement funds set forth by the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the City of Wichita, Kansas, is participating in the Kansas Department of Transportation's Transportation Enhancement Program set forth by the American Recovery and Reinvestment Act of 2009; and

WHEREAS, Federal monies are available under a transportation enhancement program set forth by the American Recovery and Reinvestment Act of 2009, administered by the State of Kansas, Department of Transportation for the purpose of Historic, Scenic and Environmental, and Pedestrian and Bicycle projects; and

WHEREAS, After appropriate public input and due consideration, the Governing Body of the City of Wichita, Kansas has recommended that an application be submitted to the State of Kansas for the projects as set forth in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS:

SECTION 1. That the City of Wichita, Kansas does hereby authorize the (CEO) to submit an application to the Kansas Department of Transportation for transportation enhancement program funds set forth by the American Recovery and Reinvestment Act of 2009 on behalf of the citizens of City of Wichita, Kansas.

SECTION 2. That the City of Wichita, Kansas, hereby assures the Kansas Department of Transportation sufficient funding for the local match required for projects selected under this program is available.

SECTION 3. That the City of Wichita, Kansas, hereby assures the Kansas Department of Transportation sufficient funding for the operation and maintenance of the projects will be available for the life of the projects as set forth in Exhibit A.

SECTION 4. That the City of Wichita, Kansas, hereby assures the Kansas Department of Transportation that the City of Wichita, Kansas, will have title or permanent easement to the projects by the time of projects letting.

SECTION 5. That the CEO of the City of Wichita, Kansas, is authorized to sign the application to the Kansas Department of Transportation for transportation enhancement program funds set forth by the American Recovery and Reinvestment Act of 2009 on behalf of the citizens of the City of Wichita, Kansas. The CEO is also authorized to submit additional information as may be required and act as the official representative of the City of Wichita in this and subsequent related activities.

SECTION 6. That the City of Wichita, Kansas, hereby assures the Kansas Department of Transportation that the City of Wichita, Kansas, is willing and able to, if the projects are selected for funding, administer the designing, planning and construction of the projects as set forth in Exhibit A.

ADOPTED AND PASSED by the Governing Body of the City of Wichita, Kansas, this ____ day of _____, 2009.

Carl Brewer, Mayor

ATTEST:

(Seal)

Karen Sublett, City Clerk

Approved as to form:

Gary Rebenstorf, Director of Law

EXHIBIT A

T.E. Projects for ESP

Reconstruction

1. Little Arkansas River Pathway (Nims to Murdock)

Construction Costs	\$1,800,000
ROW Costs	\$0
Utility Adjustment Costs	\$0
Construction Engineering	\$179,616
Total Project Cost	\$2,045,000

2. I-135 Pathway (17th North to S. of Douglas)

Construction Costs	\$981,000
ROW Costs	\$0
Utility Adjustment Costs	\$0
Construction Engineering	\$98,000
Total Project Cost	\$1,124,000

3. Arkansas River Pathway – West (Lincoln to Pawnee)

Construction Costs	\$403,000
ROW Costs	\$0
Utility Adjustment Costs	\$0
Construction Engineering	\$40,000
Total Project Cost	\$471,000

New Construction

1. McAdams Pathway (17th to Grove Park)

Construction Costs	\$1,957,000
ROW Costs	\$0
Utility Adjustment Costs	\$?????????
Construction Engineering	\$196,000
Total Project Cost	\$2,228,000

2. Redbud Pathway (I-135 to Hillside)

Construction Costs	\$716,000
ROW Costs	\$0
Utility Adjustment Costs	\$0
Construction Engineering	\$72,000
Total Project Cost	\$824,000

3. Redbud Pathway (Hillside to 13th)

Construction Costs	\$632,000
ROW Costs	\$0
Utility Adjustment Costs	\$0
Construction Engineering	\$64,000
Total Project Cost	\$729,000

4. Redbud Pathway (13th to Oliver)

Construction Costs	\$596,000
ROW Costs	\$0
Utility Adjustment Costs	\$0
Construction Engineering	\$60,000
Total Project Cost	\$689,000

5. K-96 to Harry Pathway (127th – Harry to Kellogg)

Construction Costs	\$625,000
ROW Costs	\$0
Utility Adjustment Costs	\$0
Construction Engineering	\$63,000
Total Project Cost	\$721,000

6. K-96 to Harry Pathway (127th - Kellogg to K-96 Trail Terminus)

Construction Costs	\$740,000
ROW Costs	\$0
Utility Adjustment Costs	\$0
Construction Engineering	\$74,000
Total Project Cost	\$851,000

7. Arkansas to Haysville Pathway (O.J. Watson to MacArthur)

Construction Costs	\$856,000
ROW Costs	\$0
Utility Adjustment Costs	\$0
Construction Engineering	\$86,000
Total Project Cost	\$983,000

8. Arkansas to Haysville Pathway (MacArthur to 47th)

Construction Costs	\$697,000
ROW Costs	\$0
Utility Adjustment Costs	\$0
Construction Engineering	\$70,000
Total Project Cost	\$802,000

9. Arkansas to Haysville Pathway (47th to 55th)

Construction Costs	\$708,000
ROW Costs	\$0
Utility Adjustment Costs	\$0
Construction Engineering	\$71,000
Total Project Cost	\$816,000

10. Arkansas to Haysville Pathway (55th to 63rd)

Construction Costs	\$762,000
ROW Costs	\$0
Utility Adjustment Costs	\$0
Construction Engineering	\$77,000
Total Project Cost	\$876,000

11. Delano Pathway (Arkansas River to Seneca)

Construction Costs	\$556,000
ROW Costs	\$0
Utility Adjustment Costs	\$0
Construction Engineering	\$56,000
Total Project Cost	\$642,000

Summary

Total Project Costs:\$

City of Wichita
City Council Meeting
March 24, 2009

TO: Mayor and City Council Members

SUBJECT: Resolution: Sanitary Sewer to serve an area located west of Arkansas Avenue, north of 41st St. North (District VI)

INITIATED BY: Department of Public Works

AGENDA: Consent

Recommendation: Adopt the Resolution.

Background: On July 7, 2008, the City Council adopted a Resolution authorizing the construction of a sanitary sewer lateral and main to serve an area west of Arkansas Avenue, north of 41st St. North. The City's Bond Counsel has advised that there is an error in the Resolution wording that should be corrected.

Analysis: The Resolution needs to be corrected to clearly identify the portions of the project paid for by both the improvement district and the City. The project has been completed and the correcting Resolution is required to finalize the closing of the temporary note sale from March 10, 2009.

Financial Considerations: None.

Goal Impact: This project addressed the Efficient Infrastructure goal by extending sanitary sewer service to a developed area.

Legal Considerations: The Resolution has been revised at the direction of Bond Counsel and the Law Department.

Recommendation/Action: It is recommended that the City Council adopt the Resolution and authorize the necessary signatures.

Attachments: Resolution

First Published in the Wichita Eagle on March 27, 2009

RESOLUTION NO. 09-085

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 2, MAIN 16, SANITARY SEWER NO. 23 AND MAIN 16 SANITARY SEWER NO. 23 (WEST OF ARKANSAS, NORTH OF 41ST STREET NORTH) 468-83876, IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 2, MAIN 16, SANITARY SEWER NO. 23 AND MAIN 16, SANITARY SEWER NO. 23 (WEST OF ARKANSAS, NORTH OF 41ST STREET NORTH) 468-83876 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 04-462 adopted on September 14, 2004, Resolution No. 06-396 adopted on July 18, 2006, Resolution No. 07-653 adopted on November 20, 2007 and Resolution No. 08-368 on July 15, 2008 are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Lateral 2, Main 16, Sanitary Sewer No. 23, and Main 16, Sanitary Sewer No. 23 (west of Arkansas, north of 41st Street North) 468-83876.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Two Million Two Hundred Twenty-One Thousand Six Hundred Thirty-Four Dollars (\$2,221,634) exclusive of the cost of interest on borrowed money, with One Hundred Twenty-One Thousand Six Hundred Thirty-Four Dollars (\$121,634) payable by the improvement district and the remaining balance paid by the City of Wichita Water and Sewer Utility. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after October 1, 2007, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

EDWARD'S GARDENS ADDITION
Lots 1-6 Inclusive, Block B

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a square foot basis.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7 That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, pursuant to K.S.A. 12-6a04(a), the Governing Body of the City may proceed, without notice and hearing, to make findings by resolution as to advisability of improvements for sanitary and storm water sewers.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24th day of March, 2009.

CARL BREWER, MAYOR

ATTEST:

KAREN SUBLETT, CITY CLERK

(SEAL)